



# ROYAL BANK OF CANADA

(a Canadian chartered bank)

## Structured Securities Base Prospectus

### Pursuant to the Programme for the Issuance of Securities

Under this Structured Securities Base Prospectus, pursuant to the Programme for the Issuance of Securities described under "General Description of the Programme and Description of Programme Limit" herein (the "**Programme**"), Royal Bank of Canada (the "**Issuer**" or the "**Bank**") may from time to time issue unsubordinated (i) notes ("**Notes**"), (ii) redeemable certificates ("**Redeemable Certificates**") or exercisable certificates ("**Exercisable Certificates**") and together with the Redeemable Certificates, "**Certificates**") or (iii) warrants ("**Warrants**") denominated or payable in any currency agreed between the Issuer and the relevant Dealer(s) (as defined herein) and with a minimum denomination or (in the case of Redeemable Certificates) issue price of €1,000 (or, if the Securities are denominated or (as applicable) issued in a currency other than euro, the equivalent amount in such currency) (such Certificates and Warrants together, the "**W&C Securities**") and the W&C Securities and the Notes together, the "**Securities**").

The Notes may be issued in bearer, registered or dematerialized and uncertificated book-entry form. The maximum aggregate principal amount of all Notes, subordinated notes, Redeemable Certificates and Exercisable Certificates evidencing deposit liabilities under the Bank Act (Canada) outstanding under the Programme (calculated as described under "General Description of the Programme and Description of Programme Limit") at any time will not exceed U.S.\$40,000,000,000 (or its equivalent in other currencies calculated as described under "General Description of the Programme and Description of Programme Limit") and the maximum aggregate implied notional amount of Warrants and Exercisable Certificates not evidencing deposit liabilities under the Bank Act (Canada) will not exceed U.S.\$3,000,000,000 (or its equivalent in other currencies calculated as described in the Dealership Agreement (as defined herein)), subject in either case to increase as described herein. The price and amount of the Securities to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions. The Bank may issue Securities (i) in the case of Notes, that bear interest at fixed rates or floating rates or that do not bear interest, (ii) in the case of W&C Securities, that pay additional amounts at fixed or floating rates or that pay no additional amounts, (iii) with principal, premium, interest or other amounts deliverable (which may include cash, securities and/or other property) determined by reference to or linked to one or more indices, equities, commodities, funds, currencies, variable interest rates, preference shares of the Preference Share Issuer (as defined herein), other underlying assets or bases of reference or the credit of one or more specified entities or any combination thereof (each a "**Reference Item**"), and (iv) the terms of which permit the Bank to discharge its obligations with respect to such Securities by the payment of cash and/or delivery of shares, securities and/or other property or assets.

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

**Securities that are Bail-inable Securities (as defined below) are subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Bank or any of its affiliates under subsection 39.2(2.3) of the Canada Deposit Insurance Corporation Act (Canada) (the "CDIC Act") and to variation or extinguishment in consequence, and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Securities. See Note Condition 3.02 or W&C Security Condition 2.02, as applicable, and discussion under risk factors included under "Risk Factors – 3. Risks related to the structure of a particular issue of Securities – 3.3 Risks relating to Bail-inable Securities". The applicable Final Terms or, in the case of Exempt Securities, Pricing Supplement (as defined below) will indicate whether the Securities are Bail-inable Securities. Securities are also potentially subject to resolution powers of authorities outside of Canada in exceptional circumstances. See discussions under Risk Factors included under "Risk Factors – 3. Risks related to the structure of a particular issue of Securities – 3.4 UK resolution risks applicable to the Securities" and "Risk Factors – 4. Risks related to the Securities generally – Securities may be subject to write-off, write down or conversion under the resolution powers of authorities outside of Canada".**

This document (the "**Base Prospectus**"), in so far as it relates to Securities other than Exempt Securities, constitutes a base prospectus issued in compliance with the Prospectus Directive and relevant implementing measures in Ireland for the purpose of giving information with regard to the issue of Securities other than Exempt Securities under the Programme during the period of 12 months after the date hereof. When used in this Base Prospectus, "**Prospectus Directive**" means Directive 2003/71/EC (as amended), and includes any relevant implementing measure in a relevant Member State of the European Economic Area (the "**EEA**").

This Base Prospectus constitutes "listing particulars" (the "**Listing Particulars**") for the purposes of listing on the Global Exchange Market and, for such purposes, does not constitute a "prospectus" for the purposes of the Prospectus Directive. For the avoidance of doubt, where the context requires, for the purposes of Exempt Securities (as defined below) which are listed on the Global Exchange Market, references to "Base Prospectus" herein should be read as "Listing Particulars".

The Base Prospectus (other than information contained herein in connection with Exempt Securities) has been approved by the Central Bank of Ireland as Irish competent authority under the Prospectus Directive. The Central Bank only approves this Base Prospectus, in so far as it relates to Securities other than Exempt Securities, as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Such approval relates only to the Securities which are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") or other regulated markets for the purposes of Directive 2014/65/EU (as amended, "**MiFID II**") or which are to be offered to the public in a Member State of the EEA in circumstances that require the publication of a prospectus.

The Listing Particulars have been approved by Euronext Dublin for the purpose of Exempt Securities which are listed on the Global Exchange Market.

Application has been made to Euronext Dublin for Securities issued under the Programme to be admitted to the official list (the "**Official List**") and trading on its regulated market. The regulated market of Euronext Dublin is a regulated market for the purposes of the MiFID II.

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 EEA and/or offered to the public in the EEA 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)). References in this Base Prospectus to "Exempt Securities" are to Securities for which no prospectus is required to be published under the Prospectus Directive. The Central Bank of Ireland has neither approved nor reviewed information contained in this Base Prospectus in connection with Exempt Securities.

Swedish Notes (as defined herein) may be listed on the securities exchange operated by Nasdaq Stockholm AB (the "**Nasdaq Stockholm Exchange**") once the Swedish Financial Supervisory Authority has been provided with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive. The Nasdaq Stockholm Exchange is a regulated market for the purposes of the MiFID II.

Application may also be made to the United Kingdom Financial Conduct Authority in its capacity as competent authority under the Financial Services and Markets Act 2000 (the "**UK Listing Authority**") for Securities issued under the Programme to be admitted to the official list of the UK Listing Authority and to the London Stock Exchange plc (the "**London Stock Exchange**") and for such Securities to be admitted to trading on the London Stock Exchange's Regulated Market (which is a regulated market for the purposes of the MiFID II), once the UK Listing Authority has been provided with a certificate of approval attesting that the Base Prospectus has been drawn up in accordance with the Prospectus Directive.

Application has been made to Euronext Dublin for Exempt Securities to be admitted to the Official List and to trading on its Global Exchange Market (which is not a regulated market for the purposes of the MiFID II),

The Programme provides that Securities may be listed or admitted to trading, as the case may be, on such other or further stock exchanges or markets as may be agreed between the Issuer and the relevant Dealer. In particular Securities may be listed or admitted to trading, as the case may be, on any regulated market in the EEA for which a taxation section appears for the relevant Member State in the "Taxation" section below. The Issuer may also issue unlisted Securities and/or Securities not admitted to trading on any market.

Investors may hold interests in certain Securities through Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) ("**CREST**") through the issuance of dematerialised depository interests ("**CREST Depository Interests**" or "**CDIs**") issued, held, settled and transferred through CREST, representing interests in the relevant Securities underlying the CDIs (the "**Underlying Securities**"). CREST Depository Interests are independent securities constituted under English law and transferred through CREST and will be issued by CREST Depository Limited (the "**CREST Depository**") pursuant to the Global Deed Poll dated 25 June 2001, in the form from time to time contained in Chapter 8 of the CREST International Manual (as defined below) (as subsequently modified, supplemented and/or restated, the "**CREST Deed Poll**").

Notice of the aggregate principal amount or issue size of Securities, interest (if any) payable in respect of Securities, the issue price of Securities, and certain other information which is applicable to each Tranche (as defined in the Conditions) of Securities will (other than in the case of Exempt Securities, as defined above) be set out in a final terms document (the "**Final Terms**") which, will be filed with the Central Bank of Ireland and, where listed, Euronext Dublin. Copies of Final Terms in relation to Securities to be listed on Euronext Dublin will be published on the website of Euronext Dublin. In the case of Exempt Securities, notice of the aggregate principal amount or issue size of the Securities, interest (if any) payable in respect of Securities, the issue price of Securities and certain other information which is applicable to each Tranche will be set out in a pricing supplement document (the "**Pricing Supplement**"), which with respect to Securities to be admitted to the Official List and to trading on the Global Exchange Market of Euronext Dublin, will be delivered to Euronext Dublin on or before the date of issue of the Securities of such Tranche.

The Bank will issue Notes, Redeemable Certificates and Exercisable Certificates that evidence deposit liabilities under the Bank Act (Canada) either through its main branch in Toronto or through its London branch, as specified in the applicable Final Terms or Pricing Supplement, as applicable. Securities issued by any branch are obligations of the Bank.

Notes may be issued under the Programme which have a specified denomination of less than €100,000 (or its equivalent in other currencies).

Arranger for the Programme

RBC CAPITAL MARKETS

Dealer

RBC CAPITAL MARKETS

October 12, 2018

## IMPORTANT INFORMATION

This document in so far as it relates to Securities other than Exempt Securities only, together with all the documents incorporated by reference herein (together the “Base Prospectus”), other than those set out in paragraphs (i) to (v) on pages 128 to 129 (such documents collectively, the “Incorporated Documents”) comprises a base prospectus in respect of all Securities other than Exempt Securities under the Programme for the purposes of Article 5.4 of the Prospectus Directive.

Each Tranche (as defined below) of Notes will be issued on the terms set out herein under “*Terms and Conditions of the Notes*” (the “Note Conditions”) and each Tranche of W&C Securities will be issued on the terms set out herein under “*Terms and Conditions of the W&C Securities*” (the “W&C Security Conditions”), in each case as completed by the applicable Final Terms or supplemented, modified or replaced in a separate prospectus specific to such Tranche (the “Drawdown Prospectus”) as described under “*Final Terms or Drawdown Prospectus for Securities other than Exempt Securities*” on page 130 or, in the case of Exempt Securities, amended and/or supplemented by the applicable Pricing Supplement. In the case of a Tranche of Securities which is the subject of a Drawdown Prospectus, each reference in this Base Prospectus to information being specified or identified in the applicable Final Terms shall be read and construed as a reference to such information being specified or identified in the applicable Drawdown Prospectus unless the context otherwise requires.

The Bank accepts responsibility for the information contained in this Base Prospectus. To the best of the knowledge of the Bank, having taken all reasonable care to ensure that such is the case, the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This document supersedes the Base Prospectus of the Issuer related to the Programme dated June 8, 2018, except that Securities issued pursuant to this Base Prospectus on or after the date of this document which are to be consolidated and form a single series with Securities issued prior to the date hereof will be subject to the Terms and Conditions of the Notes or the Terms and Conditions of the W&C Securities, as the case may be, applicable on the date of issue for the first tranche of Securities of such series. Such Terms and Conditions are incorporated by reference in, and form part of, this document.

Under the Bail-in Regime (as defined herein), in certain circumstances, amending or extending the term to maturity, redemption, exercise or expiration, as applicable, of Securities which would otherwise not be Bail-inable Securities because they were issued before September 23, 2018, would mean those Securities could be subject to a Bail-in Conversion. However, the Issuer does not intend to amend or re-open a Series of Securities where such re-opening could have the effect of making the relevant Securities subject to Bail-in Conversion.

This document should be read and construed with any amendment or supplement hereto and with any other documents which are deemed to be incorporated herein or therein by reference and shall be read and construed on the basis that such documents are so incorporated and form part of this document (but not the Base

Prospectus, save for the Incorporated Documents and any supplementary prospectus approved by the Central Bank of Ireland and the documents specifically incorporated by reference therein). Any reference in this document to the “Base Prospectus” means this document together with the Incorporated Documents, any supplementary prospectus approved by the Central Bank of Ireland and any documents specifically incorporated by reference therein. In relation to any Series (as defined herein) of Securities, this document shall also be read and construed together with the applicable Final Terms(s) or, in the case of Exempt Securities, Pricing Supplement (each as defined herein).

No person has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this document or any amendment or supplement hereto or any document incorporated herein or therein by reference or entered into in relation to the Programme or any information supplied by the Issuer in connection with the Programme and, if given or made, such information or representation should not be relied upon as having been authorised by the Issuer or any Dealer.

The Dealers have not independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained or incorporated by reference in this document or any other information provided by the Issuer in connection with the Programme. No Dealer accepts liability in relation to the information contained or incorporated by reference in this document or any other information provided by the Issuer in connection with the Programme.

Neither this document nor any other information supplied in connection with the Programme or any Securities (i) is intended to provide the basis of any credit or other evaluation or (ii) should be considered as a recommendation by the Issuer or any of the Dealers that any recipient of this document 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 the Issuer. Neither this document nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Issuer or any of the Dealers to any person to subscribe for or to purchase any Securities.

Neither the delivery of this document nor the offering, sale or delivery of any Securities shall in any circumstances imply that the information contained herein concerning the Issuer 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. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in Securities issued under the Programme of any information coming to their attention.

**IMPORTANT – EEA RETAIL INVESTORS** – Other than as provided in the Final Terms in respect of any Securities (or Pricing Supplement, in the case of Exempt Securities), the Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA. For these

purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended). Consequently, save in relation to any jurisdiction(s) or period(s) for which the "Prohibition of Sales to EEA Retail Investors" is specified to be not applicable in any Final Terms (or Pricing Supplement, in the case of Exempt Securities), no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

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

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

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

If, in the context of a Non-exempt Offer, you are offered Securities by any entity, you should check that such entity has been given consent to use this Base Prospectus for the purposes of making its offer before agreeing to purchase any Securities. The following entities have consent to use this Base Prospectus in connection with a Non-exempt Offer:

- any entity named as a Dealer or Manager in the applicable Final Terms;
- any financial intermediary specified in the applicable Final Terms as having been granted specific consent to use the Base Prospectus;
- any financial intermediary named on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> under the name of the Bank and the headline "Further re Public Offer" as an Authorised Offeror in respect of the Non-exempt Offer (if that financial intermediary has been appointed after the date of the applicable Final Terms); and
- if Part B of the applicable Final Terms specifies "General Consent" as "Applicable", any financial intermediary authorised to make such offers under the MiFID II who has published the Acceptance Statement (set out below) on its website.

The entities listed above have been given consent to use the Base Prospectus only during the Offer Period specified in the applicable Final Terms and only in the Non-exempt Offer Jurisdictions specified in the applicable Final Terms. Other than as set out above, the Issuer has not authorised the making of any Non-exempt Offer by any person and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Securities.

Please see below for certain important legal information relating to Non-exempt Offers.

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

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 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 Issuer's consent to the use of this Base Prospectus as provided under "*Consent given in accordance with Article 3.2 of the Prospectus Directive*" below and provided such person complies with the conditions attached to that consent.

### **Consent given in accordance with Article 3.2 of the Prospectus Directive**

In the context of a Non-exempt Offer of Securities, the Issuer accepts 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 Dealer or an Authorised Offeror (as defined below), where that offer is made during the Offer Period specified in the applicable Final Terms and provided that the conditions attached to the giving of consent for the use of this Base Prospectus are complied with. The consent and conditions attached to it are set out under "*Consent*" and "*Common Conditions to Consent*" below.

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

**Except in the circumstances set out in the following paragraphs, the Issuer has not authorised the making of any Non-exempt Offer by any offeror and the Issuer has not consented to the use of this Base Prospectus by any other person in connection with any Non-exempt Offer of Securities. Any Non-exempt Offer made without the consent of the Issuer is unauthorised and neither the Issuer nor, for the avoidance of doubt, any Dealer accepts any responsibility or liability in relation to such offer or for the actions of the persons making any such unauthorised offer.**

If, in the context of a Non-exempt Offer, an Investor is offered 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.

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

### **Consent**

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

### *Specific Consent*

- (a) the Issuer consents to the use of this Base Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such Securities by:
- (i) the relevant Dealer(s) or Manager(s) specified in the applicable Final Terms;
  - (ii) any financial intermediaries specified in the applicable Final Terms; and
  - (iii) any other financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the website of the Regulatory News Service operated by the London Stock Exchange at <http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html> under the name of the Bank and the headline "Further re Public Offer" and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer;

### *General Consent*

- (b) if (and only if) Part B of the applicable Final Terms specifies "General Consent" as "Applicable", the 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 MiFID II; and
  - (ii) it accepts the Issuer's offer to grant consent to the use of this Base Prospectus by publishing on its website the following statement (with the information in square brackets duly completed) (the "**Acceptance Statement**"):

*"We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant Securities] (the "**Securities**") described in the Final Terms dated [insert date] (the "**Final Terms**") published by Royal Bank of Canada (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 the Issuer and each relevant Dealer that it will, at all times in connection with the relevant Non-exempt Offer:

- I. act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the "**Rules**") from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Securities by any person and disclosure to any potential Investor;
- II. comply with the restrictions set out under "*Subscription and Sale*" in this Base Prospectus which would apply if the relevant financial intermediary were a Dealer and consider the relevant manufacturer's target market and assessment and distribution channels for the purposes of the MiFID Product Governance Rules;
- III. ensure that any fee (and any other commissions or benefits of any kind) or rebate received or paid by the relevant financial intermediary in relation to the offer or sale of the 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 each relevant Dealer, the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or each relevant Dealer in order to enable the Issuer and/or each such relevant Dealer to comply with anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules applying to the Issuer and/or the relevant Dealer, as the case may be;
- VII. ensure that it does not, directly or indirectly, cause the Issuer or any relevant Dealer to breach any Rule or subject the Issuer or any relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- VIII. immediately inform the Issuer and each relevant Dealer if at any time it becomes aware, or suspects, that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;

- IX. comply with the conditions to the consent referred to under "*Common conditions to consent*" below and any further requirements or other Authorised Offeror Terms relevant to the Non-exempt Offer as specified in the applicable Final Terms;
- X. make available to each potential Investor in the 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 Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with this Base Prospectus and the applicable Final Terms;
- XI. if it conveys or publishes any communication (other than this Base Prospectus or any other materials provided to such financial intermediary by or on behalf of the Issuer for the purposes of the relevant Non-exempt Offer) in connection with the relevant Non-exempt Offer, it will ensure that such communication (A) is fair, clear and not misleading and complies with the Rules, (B) states that such financial intermediary has provided such communication independently of the Issuer, that such financial intermediary is solely responsible for such communication and that none of the Issuer nor any relevant Dealer accepts any responsibility for such communication and (C) does not, without the prior written consent of the Issuer, or each relevant Dealer (as applicable), use the legal or publicity names of the Issuer or each such relevant Dealer or any other name, brand or log registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer of the relevant Securities on the basis set out in this Base Prospectus;
- XII. ensure that no holder of Securities or potential Investor in Securities shall become an indirect or direct client of the Issuer or any relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
- XIII. co-operate with the Issuer and each relevant Dealer in providing relevant information (including, without limitation, documents and records maintained pursuant to paragraph (VI) above) and such further assistance as is reasonably requested upon written request from the Issuer or each such relevant Dealer in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process. For this purpose, relevant information is information that is available to or can be acquired by the relevant financial intermediary:
- (i) in connection with any request or investigation by any regulator in relation to the Securities, the Issuer or any relevant Dealer; and/or
  - (ii) in connection with any complaints received by the Issuer and/or any relevant Dealer relating to the Issuer and/or such

Dealer or another Authorised Offeror including, without limitation, complaints as defined in the Rules; and/or

- (iii) which the Issuer or any relevant Dealer may reasonably require from time to time in relation to the Securities and/or as to allow the Issuer or such Dealer fully to comply with its own legal, tax and regulatory requirements;
  - XIV. 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 each relevant Dealer); (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 each relevant Dealer); (iv) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Securities (unless otherwise agreed with each relevant Dealer); and (v) comply with such other rules of conduct as may be reasonably required and specified by each relevant Dealer; and
  - XV. either (i) obtain from each potential Investor an executed application for the Securities, or (ii) keep a record of all requests the relevant financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the 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 each of each Issuer and the relevant Dealer that if it or any of its respective directors, officers, employees, agents, affiliates and controlling persons (each a "**Relevant Party**") incurs any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) (a "**Loss**") arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by the relevant financial intermediary, including (without limitation) any unauthorised action by the relevant financial intermediary or failure by it to observe any of the above restrictions or requirements or the making by it of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the relevant Dealer, the relevant financial intermediary shall pay to the Issuer or the relevant Dealer, as the case may be, an amount equal to the Loss. None of the Issuer nor any Dealer shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this provision; and
- (C) agrees and accepts that:
- I. the contract between the Issuer and the relevant financial intermediary formed upon acceptance by the relevant financial intermediary of the Issuer's offer to use this Base Prospectus with its consent in connection with the relevant Non-exempt Offer (the

"**Authorised Offeror Contract**"), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;

- II. subject to (IV) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Authorised Offeror Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a "**Dispute**") and the Issuer and the relevant financial intermediary submit to the exclusive jurisdiction of the English courts;
- III. for the purposes of (C)(II) and (IV), the relevant financial intermediary waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;
- IV. to the extent allowed by law, the Issuer and each relevant Dealer may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions; and
- V. each relevant Dealer will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

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

#### ***Common Conditions to Consent***

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

- (i) is only valid during the Offer Period specified in the applicable Final Terms; and
- (ii) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Securities in Finland, France, Ireland, Luxembourg, Sweden and the United Kingdom, as specified in the applicable Final Terms;

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

The only relevant Member States which may, in respect of any Tranche of Securities, be specified in the applicable Final Terms (if any Relevant Member States are so specified) as indicated in (ii) above, will be Finland, France, Ireland, Luxembourg, Sweden and the United

Kingdom and accordingly each Tranche of Securities may only be offered to Investors as part of a Non-exempt Offer in Finland, France, Ireland, Luxembourg, Sweden and the United Kingdom, as specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

Save as provided above, neither the Issuer nor any Dealer have authorised, nor do they authorise, the making of any Non-exempt Offer of Securities in circumstances in which an obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

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

**AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY 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 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 THE ISSUER OR, FOR THE AVOIDANCE OF DOUBT, ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.**

#### **IMPORTANT INFORMATION RELATING TO THE USE OF THIS BASE PROSPECTUS AND OFFERS OF SECURITIES GENERALLY**

**This document does not constitute an offer to sell or the solicitation of an offer to buy any Securities in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this document and the offer or sale of Securities may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this document may be lawfully distributed, or that any Securities may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, unless specifically indicated to the contrary in the applicable Final Terms or, in the case of Exempt Securities, Pricing Supplement, no action has been taken by the Issuer which is intended to permit a public offering of the Securities or distribution of this Base Prospectus in any jurisdiction where action for that purpose is required. Accordingly, the Securities may not be offered or sold, directly or indirectly, and neither this Base Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Base Prospectus or any Securities may come are required by the Issuer and the Dealer to inform themselves about and to observe any such restrictions on the distribution of this document and the offering and sale of Securities, including restrictions in Canada, the United States of America, the EEA (including Austria, Belgium, the United Kingdom, Finland, France, Ireland, Italy, Liechtenstein, Luxembourg, The Netherlands, Portugal, Spain and Sweden), Hong**

Kong, Japan, Switzerland, Kingdom of Saudi Arabia, the People's Republic of China, the United Arab Emirates (excluding Dubai International Financial Centre), Dubai International Financial Centre, Korea, Singapore and Taiwan, set out under the heading "Subscription and Sale" and, in the case of Kingdom of Saudi Arabia, under "Notice to Residents of the Kingdom of Saudi Arabia" below and restrictions in Kingdom of Bahrain, set out under "Notice to the Residents of Bahrain below".

Warrants and Exercisable Certificates create options which are either exercisable by the relevant holder or which will be automatically exercised as provided herein. There is no obligation upon the Bank to pay any amount or deliver any asset to any holder of a Warrant or Exercisable Certificate unless the relevant holder duly exercises such Warrant or Exercisable Certificate or such Warrant or Exercisable Certificate is automatically exercised and, in each case, unless, in the case of Cash Settled W&C Securities (as defined herein) where Delivery of Exercise Notice is specified as applicable in the applicable Final Terms or, in the case of Exempt Securities, Pricing Supplement, an Exercise Notice (as defined herein) is duly delivered. Warrants and Exercisable Certificates will be exercised or will be exercisable in the manner set forth herein and in the applicable Final Terms or, in the case of Exempt Securities, Pricing Supplement. In order to receive payment of any amount or (in the case of Exempt Securities) delivery of any asset due under a Warrant or an Exercisable Certificate, the holder of such Warrant or Exercisable Certificate (other than in the case of Cash Settled W&C Securities where Delivery of Exercise Notice is specified as being not applicable in the applicable Final Terms or, in the case of Exempt Securities, Pricing Supplement) will be required to deliver an Exercise Notice which includes, *inter alia*, a certification (in accordance with the provisions outlined in "*Terms and Conditions of the W&C Securities*") that the holder of such Warrant or Exercisable Certificate is not a U.S. Person or a person who has purchased such Warrant or Exercisable Certificate for resale to U.S. Persons, that it is not exercising such Warrant or Exercisable Certificate within the United States or on behalf of a U.S. Person and that 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 the exercise thereof.

The Securities and, in certain cases, the underlying assets or the Entitlement (as defined in the Conditions or, in the case of Exempt Securities, the applicable Pricing Supplement) have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or under any state securities laws and are subject to certain United States tax law requirements. Trading in the Securities has not been approved by the United States Commodity Futures Trading Commission (the "CFTC") under the United States Commodity Exchange Act of 1936, as amended (the "Commodity Exchange Act"). The Securities, or interests therein, may not at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States of America (including the States and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (the "United States") or directly or indirectly offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, to, or for the account or benefit of, any person who is (i) an individual who is a citizen or resident of the United States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustee have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees,

officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organised principally for passive investment, ten per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being non-U.S. Persons; (vii) a "U.S. person" as defined in Regulation S of the Securities Act of 1933, as amended; (viii) a person other than a "Non-United States person" as defined in Rule 4.7 under the Commodity Exchange Act; (ix) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; or (x) 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"). See "*Subscription and Sale*" on pages 637 to 652.

Notes and Redeemable Certificates shall be redeemed on the maturity date or redemption date, as the case may be, by payment of the Final Redemption Amount or Cash Settlement Amount (each as defined herein) (in the case of cash settlement), respectively and/or by delivery of the Entitlement (as defined herein) (in the case of physical delivery). In order to receive the Entitlement, the holder of a Note or such a Redeemable Certificate will be required to deliver an Asset Transfer Notice or Collection Notice, respectively, which includes, *inter alia*, a certification (in accordance with the provisions outlined in "*Terms and Conditions of the Notes*" or "*Terms and Conditions of the W&C Securities*", as the case may be) that such holder of a Note or such a Redeemable Certificate is not a U.S. Person or a person who has purchased such Note or Redeemable Certificate for resale to U.S. Persons, that it is not redeeming such Note or Redeemable Certificate within the United States or on behalf of a U.S. Person and that 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 the redemption thereof.

**Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the "SFA")** - Unless otherwise stated in the Final Terms in respect of any Securities (or Pricing Supplement, in the case of Exempt Securities), all Securities issued or to be issued under the Programme shall be capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 (the "**CMP Regulations 2018**")) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

#### **Non-exempt Offers: Issue Price and Offer Price**

Securities to be offered pursuant to a Non-exempt Offer will be issued by the Issuer at the Issue Price specified in the applicable Final Terms or, in the case of Exempt Securities, Pricing Supplement. The Issue Price will be determined by the Issuer in consultation with the relevant Dealer(s) at the time of the relevant Non-exempt Offer and will depend, amongst other things, on the interest rate (if any) applicable to the Securities and prevailing market conditions at that time. The offer price at which the Authorised Offeror will offer such Securities to the Investor will be the Issue Price or (where agreed with the relevant Dealer(s)) such other price as may be agreed between an Investor and the Authorised Offeror making the offer of the Securities to such Investor. None of the Issuer or the relevant Dealer(s) will be party to arrangements between an Investor and an Authorised Offeror, and the Investor will need to look to the relevant Authorised Offeror to confirm the price at which such Authorised Offeror

is offering the Securities to such Investor. A Tranche of Securities issued under the Programme may be rated or unrated except that Reference Item Linked Securities (as defined herein) will not be rated. Where a Tranche of Securities is rated, such credit rating will not necessarily be the same as the ratings assigned to the Issuer referred to below or any other Securities already issued under the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision or withdrawal at any time by the assigning agency and each rating should be evaluated independently of any other.

The rating of certain Series of Securities to be issued under the Programme may be specified in the applicable Final Terms. Whether or not each credit rating applied for in relation to a relevant Series of Securities will be issued by a credit rating agency established in the European Union and registered under Regulation (EC) No. 1060/2009, as amended by Regulation (EU) No. 513/2011 (the “CRA Regulation”) will be disclosed in the Final Terms. In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such credit ratings are issued by a credit rating agency established in the European Union and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). 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 credit 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, subject to transitional provisions that apply in certain circumstances). Certain information with respect to the credit rating agencies and ratings will be disclosed in the Final Terms.

Each of Moody’s Investors Service, Inc. (“Moody’s USA”), Standard & Poor’s Financial Services LLC (“S&P USA”), Fitch Ratings, Inc. (“Fitch”) and DBRS Limited (“DBRS”) has provided issuer ratings for the Issuer as set out in the table set out in paragraph 12 of “*General Information and Recent Developments*”.

In accordance with Article 4.1 of the CRA Regulation, please note that the following documents (as defined in the section entitled “Documents Incorporated by Reference”) incorporated by reference in this Base Prospectus also contain references to credit ratings from the same rating agencies as well as Kroll Bond Rating Agency (“KBRA”), which provided an unsolicited rating:

- (a) the 2017 AIF (pages 12, 13, 27 and 28);
- (b) the 2017 Annual Report (page 80); and
- (c) the Third Quarter 2018 Report to Shareholders (page 41).

None of S&P USA, Moody’s USA, Fitch, DBRS or KBRA (the “non-EU CRAs”) is established in the European Union or has applied for registration under the CRA Regulation. However, S&P Global Ratings Europe Limited, Moody’s Investors Service Ltd., DBRS Ratings Limited and Fitch Ratings Ltd, which are affiliates of S&P USA, Moody’s USA, DBRS and Fitch, respectively, and which are established in the European Union and registered under the CRA Regulation have endorsed the ratings of their affiliated non-EU CRAs. KBRA is certified under CRA Regulation.

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

Capitalised terms which are used but not defined in any particular section of this Base Prospectus will have the meaning attributed to them in “*Terms and Conditions of the Notes*” or “*Terms and Conditions of the W&C Securities*”, as applicable, or any other section of this Base Prospectus. In addition, the following terms as used in this Base Prospectus have the meanings defined below:

All references in this Base Prospectus to:

- “U.S.\$”, “U.S. dollars”, “USD” or “United States Dollars” are to the lawful currency of the United States of America;
- “\$”, “C\$”, “CAD” or “Canadian dollars” are to the lawful currency of Canada;
- “euro”, “€” or “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;
- “Renminbi”, “RMB” and “CNY” are to the lawful currency of the PRC;
- the “European Economic Area” are to the Member States of the European Union together with Iceland, Norway and Liechtenstein;
- the “PRC”, “China” and “Mainland China” are to the People’s Republic of China (excluding Hong Kong, Macao Special Administrative Region of the People’s Republic of China and Taiwan); and
- “Hong Kong” are to the Hong Kong Special Administrative Region of the People’s Republic of China.

Certain figures and percentages included in this Base Prospectus have been subject to rounding adjustments; accordingly, figures shown in the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of the figures which precede them.

IN CONNECTION WITH THE ISSUE OF ANY TRANCHE OF NOTES UNDER THE PROGRAMME, THE DEALER OR DEALERS (IF ANY) NAMED AS STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF ANY STABILISATION MANAGER(S)) IN THE APPLICABLE FINAL TERMS OR PRICING SUPPLEMENT 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 STABILISATION MAY NOT NECESSARILY OCCUR. ANY STABILISATION ACTION OR OVER-ALLOTMENT MAY BEGIN ON OR AFTER THE DATE ON WHICH ADEQUATE PUBLIC DISCLOSURE OF THE TERMS OF THE OFFER OF THE RELEVANT TRANCHE OF NOTES IS MADE AND, IF BEGUN, MAY CEASE AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE RELEVANT TRANCHE OF NOTES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE RELEVANT TRANCHE OF NOTES. ANY STABILISATION ACTION OR OVER-ALLOTMENT MUST BE CONDUCTED BY THE RELEVANT STABILISATION MANAGER(S) (OR PERSONS ACTING ON BEHALF OF

**ANY STABILISATION MANAGER(S)) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES.**

**Investors whose investment authority is subject to legal restrictions should consult their legal advisors to determine whether and to what extent the Securities constitute legal investments for them. See “*Risk Factors – Legal investment considerations may restrict certain investments*”.**

Each potential investor in the Securities must determine the suitability of that investment in light of his or her own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional investors, whether it:

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Securities, the merits and risks of investing in the Securities and the information contained or incorporated by reference in this Base Prospectus (including any applicable supplement) or any applicable Final Terms or, in the case of Exempt Securities, Pricing Supplement;
- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Securities and the impact the Securities will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Securities, including Securities with principal or interest payable in one or more currencies, or where the Specified Currency or Settlement Currency is different from the potential investor’s currency, or Bail-inable Securities which will be converted (in whole or in part) into common shares of the Issuer or an affiliate upon a Bail-in Conversion (as defined in Note Condition 3.02 or W&C Condition 2.02, as applicable);
- (iv) understands thoroughly the terms of the Securities and is familiar with the behaviour of any relevant indices and financial markets; and
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

**THE PURCHASE OF SECURITIES MAY INVOLVE SUBSTANTIAL RISKS AND MAY BE SUITABLE ONLY FOR INVESTORS WHO HAVE THE KNOWLEDGE AND EXPERIENCE IN FINANCIAL AND BUSINESS MATTERS NECESSARY TO ENABLE THEM TO EVALUATE THE RISKS AND THE MERITS OF AN INVESTMENT IN THE SECURITIES. PRIOR TO MAKING AN INVESTMENT DECISION, PROSPECTIVE INVESTORS SHOULD CONSIDER CAREFULLY, IN LIGHT OF THEIR OWN FINANCIAL CIRCUMSTANCES AND INVESTMENT OBJECTIVES, (I) ALL THE INFORMATION SET FORTH IN THIS BASE PROSPECTUS AND, IN PARTICULAR, THE CONSIDERATIONS SET FORTH BELOW AND (II) ALL THE INFORMATION SET FORTH IN THE APPLICABLE FINAL TERMS OR PRICING SUPPLEMENT. PROSPECTIVE INVESTORS SHOULD MAKE SUCH ENQUIRIES AS THEY DEEM NECESSARY WITHOUT RELYING ON THE ISSUER OR ANY DEALER.**

**AN INVESTMENT IN SECURITIES LINKED TO ONE OR MORE REFERENCE ITEMS MAY ENTAIL SIGNIFICANT RISKS NOT ASSOCIATED WITH INVESTMENTS IN A CONVENTIONAL DEBT SECURITY, INCLUDING BUT NOT LIMITED TO THE RISKS SET**

**OUT BELOW. THE AMOUNT PAID BY THE ISSUER ON REDEMPTION OR SETTLEMENT OF THE SECURITIES MAY BE LESS THAN THE PURCHASE PRICE OF THE SECURITIES, TOGETHER WITH ANY ACCRUED INTEREST OR ADDITIONAL AMOUNTS (AS APPLICABLE), AND MAY IN CERTAIN CIRCUMSTANCES BE ZERO. WHERE THE SECURITIES ARE REDEEMED OR SETTLED BY THE ISSUER BY DELIVERY OF REFERENCE ITEM(S), THE VALUE OF THE REFERENCE ITEM(S) MAY BE LESS THAN THE PURCHASE PRICE OF THE SECURITIES, TOGETHER WITH ANY ACCRUED INTEREST OR ADDITIONAL AMOUNTS (AS APPLICABLE), AND MAY IN CERTAIN CIRCUMSTANCES BE ZERO.**

**CERTAIN ISSUES OF SECURITIES INVOLVE A HIGH DEGREE OF RISK AND POTENTIAL INVESTORS SHOULD BE PREPARED TO SUSTAIN A LOSS OF ALL OR PART OF THEIR INVESTMENT.**

## CAUTION REGARDING FORWARD-LOOKING STATEMENTS

From time to time, the Issuer makes written or oral forward-looking statements within the meaning of certain securities laws, including the “safe harbour” provisions of the *United States Private Securities Litigation Reform Act of 1995* and any applicable Canadian securities legislation. The Issuer may make forward-looking statements in this Base Prospectus and in the documents incorporated by reference herein, in other filings with Canadian regulators, the United States Securities and Exchange Commission or other securities regulators, in reports to shareholders and in other communications. The forward-looking statements contained herein and in the documents incorporated by reference herein include, but are not limited to, statements relating to the Issuer’s financial performance objectives, vision and strategic goals, the economic, market and regulatory review and outlook for Canadian, U.S., European and global economies, the regulatory environment in which the Issuer operates and the “Strategic priorities” and “Outlook” sections for each of the Issuer’s business segments in the Issuer’s 2017 MD&A (as defined in the section entitled “Documents Incorporated by Reference”) contained in the Issuer’s 2017 Annual Report (as defined in the section entitled “Documents Incorporated by Reference”) and incorporated by reference herein, and the risk environment including the Issuer’s liquidity and funding risk. The forward-looking information contained in this document and in the documents incorporated by reference is presented for the purpose of assisting the holders and potential purchasers of the Securities and financial analysts in understanding the Issuer’s financial position and results of operations as at and for the periods ended on the dates presented as well as the Issuer’s financial performance objectives, vision and strategic goals, and may not be appropriate for other purposes. Forward-looking statements are typically identified by words such as “believe”, “expect”, “foresee”, “forecast”, “anticipate”, “intend”, “estimate”, “goal”, “plan” and “project” and similar expressions of future or conditional verbs such as “will”, “may”, “should”, “could” or “would”.

By their very nature, forward-looking statements require the Issuer to make assumptions and are subject to inherent risks and uncertainties, which give rise to the possibility that the Issuer’s predictions, forecasts, projections, expectations or conclusions will not prove to be accurate, that the Issuer’s assumptions may not be correct and that the financial performance objectives, vision and strategic goals will not be achieved. Readers are cautioned not to place undue reliance on these statements as a number of risk factors could cause the actual results to differ materially from the expectations expressed in such forward-looking statements. These factors – many of which are beyond the Issuer’s control and the effects of which can be difficult to predict – include: credit, market, liquidity and funding, insurance, operational, regulatory compliance, strategic, reputation, legal and regulatory environment, competitive and systemic risks and other risks discussed in the risk sections of the Issuer’s 2017 MD&A incorporated by reference herein and in the “Risk management” section of the Issuer’s Third Quarter 2018 MD&A (as defined in the section entitled “Documents Incorporated by Reference”) also incorporated by reference herein; including global uncertainty and volatility; elevated Canadian housing prices and household indebtedness; information technology and cyber risk, including the risk of cyber-attacks or other information security events at or impacting the Issuer’s service providers or other third parties with whom the Issuer interacts, regulatory change, technological innovation and non-traditional competitors; global environmental policy and climate change; changes in consumer behaviour; the end of

quantitative easing, the business and economic conditions in the geographic regions in which the Issuer operates; the effects of changes in government fiscal, monetary and other policies; tax risk and transparency; and environmental and social risk.

The Issuer cautions that the foregoing list of risk factors is not exhaustive and other factors could also adversely affect the Issuer's results. When relying on the Issuer's forward-looking statements to make decisions with respect to the Issuer, investors and others should carefully consider the foregoing factors and other uncertainties and potential events. Material economic assumptions underlying the forward-looking statements contained in this Base Prospectus and in the documents incorporated by reference herein are set out in the "Overview and outlook" section and for each business segment under the "Strategic priorities" and "Outlook" headings in the Issuer's 2017 MD&A, as updated by the "Overview and outlook" section of the Issuer's Third Quarter 2018 Report to Shareholders, which sections are incorporated by reference herein. Except as required by law, none of the Issuer, any Dealer or any other person undertakes to update any forward-looking statement, whether written or oral, that may be made from time to time by or on behalf of the Issuer.

Additional information about these and other factors can be found in the risk sections in the Issuer's 2017 MD&A and in the "Risk management" section in the Issuer's Third Quarter 2018 Report to Shareholders, which sections are incorporated by reference herein.

#### **NOTICE TO THE RESIDENTS OF BAHRAIN**

**THIS BASE PROSPECTUS HAS BEEN PREPARED FOR INFORMATION PURPOSES OF INTENDED INVESTORS ONLY WHO WILL BE HIGH NET WORTH INDIVIDUALS AND INSTITUTIONS. THE ISSUER REPRESENTS AND WARRANTS THAT IT HAS NOT MADE AND WILL NOT MAKE ANY INVITATION IN OR FROM THE KINGDOM OF BAHRAIN AND WILL NOT MARKET OR OFFER THE SECURITIES TO ANY POTENTIAL INVESTOR IN BAHRAIN. ALL MARKETING AND OFFERING IS MADE AND WILL BE MADE OUTSIDE THE KINGDOM OF BAHRAIN.**

**THE CENTRAL BANK OF BAHRAIN HAS NOT REVIEWED, NOR HAS IT APPROVED, THIS DOCUMENT OR THE MARKETING OF THE SECURITIES AND TAKES NO RESPONSIBILITY FOR THE ACCURACY OF THE STATEMENTS AND INFORMATION CONTAINED IN THIS DOCUMENT, NOR SHALL IT HAVE ANY LIABILITY TO ANY PERSON FOR ANY LOSS OR DAMAGE RESULTING FROM RELIANCE ON ANY STATEMENTS OR INFORMATION CONTAINED HEREIN.**

#### **NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA**

**This Base Prospectus may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Rules on the Offers of Securities and Continuing Obligations issued by the Capital Market Authority of the Kingdom of Saudi Arabia (the "Capital Market Authority").**

**The Capital Market Authority does not make any representations as to the accuracy or completeness of this Base Prospectus and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of this Base Prospectus. Prospective purchasers of the Securities should conduct their own due diligence on the accuracy of the information relating to the Securities. If a**

**prospective purchaser does not understand the contents of this Base Prospectus, he or she should consult an authorised financial adviser.**

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## SUMMARY

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. 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, it is possible that no relevant information can be given regarding the Element. In this case a short description of the Element is included in the summary with the mention of "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. Any decision to invest in the 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 by the investor. Where a claim relating to information contained in the Base Prospectus is brought before a court, the plaintiff investor might, under the national legislation of the Member States, have to bear the costs of translating the Base Prospectus and the applicable Final Terms before the legal proceedings are initiated. Civil liability attaches only to those persons who have tabled the summary, including any translation of it, but only if the summary is misleading, inaccurate or inconsistent when read together with the other parts of this Base Prospectus and the applicable Final Terms or it does not provide, when read together with the other parts of this Base Prospectus and the applicable Final Terms, key information in order to aid investors when considering whether to invest in such Securities.
A.2	Consent as to use the Base Prospectus, period of validity and other conditions attached	Certain Tranches of Securities with a denomination 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 " <b>Non-exempt Offer</b> ".  <b>[Issue specific summary:</b>  [Not applicable; there is no Non-exempt Offer.]
		[Consent: Subject to the conditions set out below, the Issuer consents to the use of this Base Prospectus in connection with a Non-exempt Offer of Securities by the [Dealer/Managers][,] [and] [names of specific financial intermediaries listed in final terms][,] [and] [each financial intermediary whose name is published on the website of the Regulatory News Service operated by the

Element	Title	
		<p>London Stock Exchange at <a href="http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html">http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html</a> under the name of the Bank and the headline "Further re Public Offer" and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer] [and any financial intermediary which is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2014/65/EU) and publishes on its website the following statement (with the information in square brackets being duly completed:</p>
		<p>"We, [insert legal name of financial intermediary], refer to the offer of [insert title of relevant Securities] (the "<b>Securities</b>") described in the Final Terms dated [insert date] (the "<b>Final Terms</b>") published by the Royal Bank of Canada (the "<b>Issuer</b>"). 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 [insert 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."].</p>
		<p><i>Offer period:</i> 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 "<b>Offer Period</b>").</p> <p><i>Conditions to consent:</i> The conditions to the Issuer's consent [(in addition to the conditions referred to above)] are that such consent (a) is only valid during the Offer Period; and (b) only extends to the use of this Base Prospectus to make Non-exempt Offers of the relevant Tranche of Securities in [specify each relevant Member State in which the particular Tranche of Securities can be offered].</p>
		<p><b>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 WILL BE PROVIDED BY THE AUTHORISED</b></p>

Element	Title	
		<b>OFFEROR AT THE TIME OF SUCH OFFER.]</b>

### Section B - Issuer

Element	Title	
<b>B.1</b>	Legal and commercial name of the Issuer	Royal Bank of Canada (the " <b>Bank</b> " or the " <b>Issuer</b> ") [ <i>specify relevant branch, if applicable</i> ].
<b>B.2</b>	Domicile/ legal form/ legislation/ country of incorporation	The Issuer is incorporated and domiciled in Canada and is a Schedule 1 bank under the <i>Bank Act</i> (Canada) which constitutes its charter.
<b>B.4b</b>	Trend information	<p>The banking environment and markets in which the Issuer conducts its businesses will continue to be strongly influenced by developments in the Canadian, U.S. and European economies and global capital markets.</p> <p>As with other financial services providers, the Issuer continues to face increased supervision and regulation in most of the jurisdictions in which it operates, particularly in the areas of global and domestic standards for capital and liquidity, changes to federal mortgage rules, over-the-counter (OTC) derivatives reform, and initiatives to enhance requirements for institutions deemed systemically important to the financial sector.</p>
<b>B.5</b>	Description of the Group	Royal Bank of Canada and its subsidiaries are referred to as the " <b>RBC Group</b> ". Royal Bank of Canada is a global financial institution with a purpose-driven, principles-led approach to delivering leading performance. RBC Group's success comes from the 84,000+ employees who bring RBC Group's vision, values and strategy to life so it can help its clients thrive and communities prosper. As Canada's biggest bank, and one of the largest banks in the world based on market capitalization, RBC Group has a diversified business model with a focus on innovation and providing exceptional experiences to its 16 million clients in Canada, the U.S. and 34 other countries. Royal Bank of Canada is the ultimate parent company and main operating company of the RBC Group.
<b>B.9</b>	Profit forecast or estimate	Not applicable – No profit forecasts or estimates have been made in the Base Prospectus.
<b>B.10</b>	Audit report	Not applicable – The audit reports on historical financial information are

Element	Title		
	qualifications	not qualified.	
<b>B.12</b>	Selected historical key financial information:		
	<p>With the exception of the figures for return on common equity, information in the tables below for the years ended October 31, 2017 and 2016 and for the nine-month periods ended July 31, 2018 and 2017 have been extracted from the Issuer's 2017 audited consolidated financial statements and the unaudited interim condensed consolidated financial statements for the nine-month period ended July 31, 2018, respectively, all of which have been prepared in accordance with International Financial Reporting Standards ("IFRS") as issued by the International Accounting Standards Board and are incorporated by reference in the Base Prospectus. The amounts under return on common equity for the years ended October 31, 2017 and 2016 and for the nine-month periods ended July 31, 2018 and 2017 have been extracted from the Issuer's Management's Discussion and Analysis in its 2017 Annual Report for the year ended October 31, 2017 and its Third Quarter 2018 Report to Shareholders, respectively:</p>		
<b>Selected Consolidated Balance Sheet Information</b>			
	<b>As at July 31, 2018</b>	<b>As at October 31, 2017</b>	<b>As at October 31, 2016</b>
	<i>(in millions of Canadian dollars)</i>		
Loans, net of allowance for loan losses	563,097	542,617	521,604
Total assets	1,292,374	1,212,853	1,180,258
Deposits	832,261	789,635	757,589
Other liabilities	371,716	338,309	340,314
Subordinated debentures	9,129	9,265	9,762
Non-controlling interest	91	599	595
Equity attributable to shareholders	77,781	73,829	71,017

<b>Condensed Consolidated Statement of Income Information</b>				
	<b>Nine-months ended July 31, 2018</b>	<b>Nine-months ended July 31, 2017</b>	<b>Year ended October 31, 2017</b>	<b>Year ended October 31, 2016</b>
	<i>(in millions of Canadian dollars, except per share amounts and percentage amounts)</i>			
Net interest income	13,462	12,779	17,140	16,531
Non-interest income <sup>1</sup>	18,445	17,367	23,529	22,264
Total revenue <sup>1</sup>	31,907	30,146	40,669	38,795
Provision for credit losses (PCL) <sup>2</sup>	954	916	1,150	1,546

Insurance policyholder benefits, claims and acquisition expense	2,182	1,916	3,053	3,424
Non-interest expense <sup>1</sup>	16,951	16,183	21,794	20,526
Net Income	9,181	8,632	11,469	10,458
Earnings per share				
– basic	\$6.19	\$5.69	\$7.59	\$6.80
– diluted	\$6.16	\$5.67	\$7.56	\$6.78
Return on common equity (ROE) <sup>3,4</sup>	17.6%	17.2%	17.0%	16.3%

1. Effective Q4 2017, service fees and other costs incurred in association with certain commissions and fees earned are presented on a gross basis in non-interest expense. Comparative amounts have been reclassified to conform with this presentation.
2. Under IFRS 9, PCL relates primarily to loans, acceptances, and commitments, and also applies to all financial assets except for those classified or designated as fair value through profit or loss (FVTPL) and equity securities designated as fair value through other comprehensive income (FVOCI). Prior to the adoption of IFRS 9, PCL related only to loans, acceptances, and commitments. PCL on loans, acceptances, and commitments is comprised of PCL on impaired loans (Stage 3 PCL under IFRS 9 and PCL on impaired loans under IAS 39) and PCL on performing loans (Stage 1 and Stage 2 PCL under IFRS 9 and PCL on loans not yet identified as impaired under IAS 39). Refer to the Credit risk section of the Management's Discussion and Analysis and Note 2 of the Issuer's unaudited interim condensed consolidated financial statements in the Issuer's Third Quarter 2018 Report to Shareholders for further details.
3. This measure may not have a standardized meaning under generally accepted accounting principles (GAAP) and may not be comparable to similar measures disclosed by other financial institutions. For further details, refer to the Key performance and non-GAAP measures section of the Management's Discussion and Analysis in the Issuer's 2017 Annual Report and the Key performance and non-GAAP measures section of the Management's Discussion and Analysis in the Issuer's Third Quarter 2018 Report to Shareholders.
4. Average amounts are calculated using methods intended to approximate the average of the daily balances for the period. This includes Average common equity used in the calculation of ROE. For further details, refer to the Key performance and non-GAAP measures section of the Management's Discussion and Analysis in the Issuer's 2017 Annual Report and the Key performance and non-GAAP measures section of the Management's Discussion and Analysis in the Issuer's Third Quarter 2018 Report to Shareholders.

	<b>Statements of no significant or material adverse change</b>	
	Since October 31, 2017, there has been no material adverse change in the prospects of the Issuer and its subsidiaries taken as a whole.	
	Since July 31, 2018, there has been no significant change in the financial or trading position of the Issuer and its subsidiaries taken as a whole.	
<b>B.13</b>	Events impacting the Issuer's solvency	Not applicable – There are no recent events particular to the Issuer which are to a material extent relevant to the evaluation of the Issuer's solvency.
<b>B.14</b>	Dependence upon other group	Not applicable. The Issuer is not dependent on other entities within the RBC Group.

	entities	
<b>B.15</b>	Principal activities	<p>All references to the “Bank” in this section refer to the Bank and its subsidiaries, unless the context otherwise requires.</p> <p>The Bank's business segments are Personal &amp; Commercial Banking, Wealth Management, Insurance, Investor &amp; Treasury Services and Capital Markets.</p> <p>Personal &amp; Commercial Banking operates in Canada, the Caribbean and the U.S., and comprises personal and business banking operations, as well as the Bank’s auto financing and retail investment businesses.</p> <p>Wealth Management serves high net worth and ultra-high net worth clients from the Bank’s offices in key financial centres mainly in Canada, the U.S., the U.K., the Channel Islands and Asia with a comprehensive suite of investment, trust, banking, credit and other wealth management solutions. The Bank also provides asset management products and services directly to institutional and individual clients through the Bank's distribution channels and third-party distributors.</p> <p>Insurance provides a wide range of life, health, home, auto, travel, wealth, group and reinsurance products and solutions. In Canada, the Bank offers insurance products and services through the Bank's proprietary distribution channels, comprised of the field sales force which includes retail insurance stores, field sales representatives, advice centres and online, as well as through independent insurance advisors and affinity relationships. Outside Canada, the Bank operates in reinsurance markets globally offering life, accident and annuity reinsurance products.</p> <p>Investor &amp; Treasury Services serves the needs of institutional investing clients by providing asset services, custodial, advisory, financing and other services to safeguard assets, maximize liquidity and manage risk in multiple jurisdictions around the world. This business also provides short-term funding and liquidity management for the Bank.</p> <p>Capital Markets provides public and private companies, institutional investors, governments and central banks with a wide range of products and services. In North America, the Bank offers a full suite of products and services which include corporate and investment banking, equity and debt origination and distribution, and structuring and trading. Outside North America, the Bank offers a diversified set of capabilities in the Bank's key sectors of expertise, such as energy, mining and infrastructure and the Bank has expanded into industrial, consumer, healthcare and technology in Europe.</p>

B.16	Controlling shareholders	Not applicable – To the extent known to the Issuer, the Issuer is not directly or indirectly controlled by any person.
B.17	Assigned credit ratings	<p>The credit ratings assigned to the Issuer are:</p> <p>(i) Aa2 (long-term senior debt), A2 (bail-inable long term senior debt), P-1 (short-term debt), Baa1 (subordinated debt), Baa1 (NVCC subordinated debt)<sup>1</sup>, Baa3 (preferred shares and NVCC preferred shares)<sup>1</sup>, each with a stable outlook, by Moody’s Investors Services, Inc. ("<b>Moody’s USA</b>");</p> <p>(ii) AA- (long-term senior debt), A (bail-inable long term senior debt), A-1+ (short-term debt), A (subordinated debt), A- (NVCC subordinated debt)<sup>1</sup>, BBB+ (preferred shares) and BBB/P-2<sup>2</sup> (NVCC preferred shares)<sup>1</sup>, each with a stable outlook, by Standard &amp; Poor’s Financial Services LLC ("<b>S&amp;P USA</b>");</p> <p>(iii) AA (long-term senior debt), AA (bail-inable long term senior debt), F1+ (short-term debt), AA- (subordinated debt) and AA- (NVCC subordinated debt), each with a stable outlook, by Fitch Ratings, Inc. ("<b>Fitch USA</b>"); and</p> <p>(iv) AA (long-term senior debt), AA (low) (bail-inable long term senior debt), R-1 (high) (short-term debt), A (high) (subordinated debt), A (low) (NVCC subordinated debt)<sup>1</sup>, Pfd-2 (high) (preferred shares) and Pfd-2 (NVCC preferred shares)<sup>1</sup>, each with a positive outlook, by DBRS Limited ("<b>DBRS</b>").</p> <p><small>1 Non-viability contingent capital or NVCC.</small></p> <p><small>2 It is the practice of S&amp;P USA to present an issuer’s preferred shares on both the global rating scale and on the Canadian national scale when listing the ratings for a particular issuer.</small></p>
		<p>Securities issued under the Programme may be rated or unrated by any one or more of the rating agencies referred to above or their affiliates. Where a Tranche of Securities is rated, such rating will not necessarily be the same as the rating assigned to the Issuer referred to above or any other Securities already issued under the Programme.</p> <p>A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating agency.</p>
		<p><b>[Issue specific summary:</b></p> <p>[The Securities [have been/are expected to be] rated [●] by [●].]</p> <p>[Not Applicable - No ratings have been assigned to the Securities at</p>

		the request of or with the co-operation of the Issuer in the rating process.]]
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### Section C – Securities

Element	Title	
C.1	Type and class of Securities / ISIN	<p>The Securities described in this section are securities with a denomination or (in the case of W&amp;C Securities) issue price of less than €100,000 (or its equivalent in any other currency).</p> <p>The Issuer may issue unsubordinated (i) notes (“<b>Notes</b>”), (ii) redeemable certificates (“<b>Redeemable Certificates</b>”) or exercisable certificates (“<b>Exercisable Certificates</b>”) and together with the Redeemable Certificates, “<b>Certificates</b>”) or (iii) warrants (“<b>Warrants</b>”) denominated or payable in any currency agreed between the Issuer and the relevant Dealer(s) and with, in the case of Notes, a minimum denomination of €1,000 or, in the case of Redeemable Certificates, a minimum issue price of €1,000 (or, if the Notes or Redeemable Certificates are denominated or (as applicable) issued in a currency other than euro, the equivalent amount in such currency) (such Certificates and Warrants together, the “<b>W&amp;C Securities</b>” and the W&amp;C Securities and the Notes together, the “<b>Securities</b>”) pursuant to this Base Prospectus under the Programme.</p>
		Notes may be fixed rate notes, floating rate notes, zero coupon notes, reference interest rate linked notes, currency linked interest notes, commodity linked interest notes, equity linked interest notes, index linked interest notes, fund linked interest notes, non-interest bearing notes, currency linked redemption notes, commodity linked redemption notes, equity linked redemption notes, index linked redemption notes, fund linked redemption notes, preference share linked notes, may redeem at par or a percentage of par or may be any combination of the foregoing.
		<p>Notes may be cash settled or, in the case of equity linked redemption notes or fund linked redemption notes, physically settled.</p> <p>W&amp;C Securities may be index linked W&amp;C Securities, currency linked W&amp;C Securities, fund linked W&amp;C Securities, commodity linked W&amp;C Securities, equity linked W&amp;C Securities, may (in the case of Warrants) be dual Warrants, may pay additional amounts or may be a combination of any of the foregoing or, in the case of Warrants, may be interest rate linked.</p> <p>W&amp;C Securities may be cash settled or, in the case of equity linked or fund linked W&amp;C Securities, physically settled.</p>

Element	Title	
		<p>Warrants and Exercisable Certificates may be American style, European style or open-ended.</p> <p>The security identification number of the Securities will be set out in the relevant Final Terms.</p>
		<p><b>[Issue specific summary:</b></p> <p>The securities are [<i>insert title of Notes/Warrants/Exercisable Certificates/Redeemable Certificates</i>] (the "<b>Securities</b>").</p> <p>The Series Number is [●].</p> <p>The Tranche number is [●].</p> <p>The ISIN is: [●].</p> <p>The Common Code is: [●].]</p>
		<p>[The Securities will be consolidated and form a single series with [<i>identify earlier Tranches</i>] on [the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note/exchange of the Temporary Global W&amp;C Security for interests in the Permanent Global W&amp;C Security, which is expected to occur on or about [date]/[specify other date]]</p> <p><b>[If the Securities are Dual Warrants:</b></p> <p>Each Security may be purchased and held together with a Linked Security as a unit and, when so purchased and held, for listing and trading purposes, comprise a Dual Warrant. Each Dual Warrant comprises one Security and one Linked Security,</p> <p>Where, "<b>Linked Security</b>" means [<i>insert relevant details of linked Warrant forming part of the Dual Warrant</i>].]</p>
<b>C.2</b>	Currency	<p>Subject to compliance with all applicable laws, regulations and directives, Securities may be issued in any currency agreed between the Issuer and the relevant Dealer at the time of issue.</p>
		<p><b>[Issue specific summary:</b></p> <p>The currency of this Series of Securities is [<i>insert currency</i>].]</p>
<b>C.5</b>	Restrictions on free transferability	<p>The Securities will be freely transferable, subject to the offering and selling restrictions in Canada, United States of America, United Kingdom, Austria, Belgium, Finland, France, Ireland, Italy, Liechtenstein, Luxembourg, The Netherlands, Portugal, Spain, Sweden, Japan, Hong Kong, Switzerland, Kingdom of Saudi Arabia, the People's Republic of</p>

Element	Title	
		China, United Arab Emirates (excluding Dubai International Financial Centre), Dubai International Financial Centre, Korea, Singapore, Taiwan and Bahrain and under the Prospectus Directive and the laws of any jurisdiction in which the relevant Securities are offered or sold.
<b>C.8</b>	Rights attaching to the Securities, including ranking and limitations on these rights	<p>Securities issued under the Programme will have terms and conditions relating to, among other matters:</p> <p><b>Status (Ranking)</b></p> <p>Securities will constitute unsubordinated and unsecured obligations of the Issuer and will rank <i>pari passu</i> without any preference amongst themselves and at least <i>pari passu</i> with all other present and future unsubordinated and unsecured obligations of the Issuer (including deposit liabilities), except as otherwise prescribed by law and subject to the exercise of the bank resolution powers under the <i>Canada Deposit Insurance Corporation Act</i> (Canada) (the “<b>CDIC Act</b>”). On the exercise of bank resolution powers under the CDIC Act, Securities that are Bail-inable Securities (as defined below) may be converted, in whole or in part, into common shares of the Issuer or any of its affiliates and subject to variation or extinguishment in consequence. None of the Securities will be deposits insured under the CDIC Act.</p>
		<p><b>Bail-inable Securities</b></p> <p>Securities other than “structured notes” (as defined in the <i>Bank Recapitalization (Bail-in) Conversion Regulations</i> (Canada)) with an initial or amended term to maturity, redemption, exercise or expiration, as applicable, (including explicit or embedded options) greater than 400 days and that have been assigned a CUSIP or ISIN or similar identification number will be identified as Bail-inable Securities in the applicable Final Terms (“<b>Bail-inable Securities</b>”). Bail-inable Securities are subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Issuer or any of its affiliates under the CDIC Act (a “<b>Bail-in Conversion</b>”).</p> <p>Note Condition 3.02 and W&amp;C Security Condition 2.02, as applicable, which apply to Bail-inable Securities, provide that those Conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. By its acquisition of an interest in any Bail-inable Security, each holder or beneficial owner of that Bail-inable Security shall be deemed to attorn to the jurisdiction of the courts in the Province of Ontario with respect to the CDIC Act and the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Securities. This term is binding on each holder or beneficial owner of Bail-inable Securities despite any</p>

Element	Title	
		<p>provisions in the Bail-inable Securities, any other law that governs the Bail-inable Securities and any other agreement, arrangement or understanding between such holder or beneficial owner of the Bail-inable Securities and the Issuer with respect to the Bail-inable Securities.</p> <p><b>[Issue specific summary:</b></p> <p>The Securities [are][are not] Bail-inable Securities.]</p> <p><b>Events of default</b></p> <p>The terms of the Securities provide for events of default which are limited to (a) non-payment of interest or Additional Amounts, or principal or Cash Settlement Amounts, or solely in the case of Securities which are not Bail-inable Securities non-delivery of any Entitlement, in each case for more than 30 business days from the relevant due date; and (b) certain bankruptcy or insolvency events occurring in respect of the Issuer; provided that holders of Bail-inable Securities may only exercise rights to accelerate the Bail-inable Securities upon such an event of default having occurred where an order has not been made pursuant to subsection 39.13(1) of the CDIC Act in respect of the Issuer and, notwithstanding the exercise of any right to accelerate Bail-inable Securities, Bail-inable Securities could still be subject to a Bail-in Conversion until paid in full. A Bail-in Conversion will not be an event of default.</p> <p><b>Meetings</b></p> <p>The terms of the Securities will contain provisions for calling meetings of holders of such Securities and passing written resolutions and (other than for Swedish Notes) obtaining electronic consents, in each case in relation to 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 or vote by way of written resolution or (other than for Swedish Notes) electronically. Notwithstanding anything in the terms of the Securities, the prior approval of the Superintendent of Financial Institutions (Canada) (the "<b>Superintendent</b>") is required to modify the terms of any Series of Bail-inable Securities where such modification may affect the eligibility of the Bail-inable Securities as total loss absorbing capacity ("<b>TLAC</b>") under the guidelines for TLAC for banks in Canada for the Issuer's TLAC requirements.</p>
C.9	Interest/ redemption	<p><b>Interest and Additional Amounts</b></p> <p>Notes may or may not bear interest and W&amp;C Securities may or may not pay additional amounts. Interest-bearing Notes will either bear interest payable at a fixed rate, floating rate or variable (which may be</p>

Element	Title	
		<p>Reference Item-linked) rate. If W&amp;C Securities pay additional amounts, such amounts will be calculated by reference to a fixed rate.</p> <p><b><i>Redemption and Exercise and Settlement</i></b></p> <p>The terms under which Notes may be redeemed (including the maturity date and the price or amount of assets at which they will be redeemed on the maturity date as well as any provisions relating to early redemption) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Notes.</p> <p>The terms under which Redeemable Certificates may be redeemed (including the redemption date and the price at which they will be redeemed on the redemption date as well as any provisions relating to early redemption or cancellation) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Redeemable Certificates.</p>
		<p>The terms under which Exercisable Certificates and Warrants may be exercised and settled (including the exercise date, the settlement date and the price at which they will be exercised and settled, as well as any provisions relating to early exercise or cancellation) will be agreed between the Issuer and the relevant Dealer at the time of issue of the relevant Exercisable Certificates or Warrants.</p>
		<p><b><i>[Issue specific summary:</i></b></p> <p>Issue Price: [●].</p> <p>Issue Date: [●].</p> <p>[Calculation Amount: [●].]</p> <p>[Maturity Date][Redemption Date][Settlement Date]: [●].</p> <p>The "<b>Calculation Agent</b>" under the Securities is [●].</p>
		<p><b><i>[If the Securities are multi-Reference Item linked:</i></b></p> <p>The Securities are linked to each of the Reference Items set out in below. The Securities will be construed on the basis that in respect of each Reference Item, the relevant terms applicable to such Reference Item will apply as the context admits separately and independently in respect of the relevant Reference Item.</p> <p>(N.B. <i>Include relevant provisions throughout Summary for each relevant</i></p>

Element	Title	
		<i>Reference Item as applicable)</i>
		<p><b>[For Notes:</b></p> <p><i>Maturity</i></p> <p>Subject to any purchase and cancellation or early redemption, the Securities will be redeemed on the Maturity Date [at [par/[●] per cent. of their principal amount/the Final Redemption Amount set out below]] [by delivery of the Entitlement].</p> <p><b>[If the Notes are Bail-inable Securities:</b></p> <p><b>[If TLAC Disqualification Event applies:</b> Except on a TLAC Disqualification Event (as defined below), all] [All] early redemptions by the Issuer and purchases by the Issuer or any of its subsidiaries of Bail-inable Securities will be subject to the prior approval of the Superintendent where the redemption or purchase would lead to a breach of the Issuer's TLAC requirements.</p> <p>Bail-inable Securities may not be redeemed at the holder's election.</p> <p><b>[If TLAC Disqualification Event applies:</b> Bail-inable Securities may be redeemed by the Issuer prior to maturity upon giving notice following the occurrence of a TLAC Disqualification Event provided that any such redemption will be subject to the prior approval of the Superintendent in all cases.]]</p> <p><b>Set out the relevant features below, completing them or, where not required for the particular issue of Notes, deleting the provisions which are not relevant:</b></p> <p><b>[For Cash Settled Notes:</b></p> <p><b>[If Capital Barrier Event applies, the applicable Final Redemption Amount payout will be selected from the options below:</b></p> <p>The "<b>Final Redemption Amount</b>" will be an amount (which may never be less than zero) calculated by Calculation Agent equal to:</p> <p>(a) If a Capital Barrier Event has occurred:</p> <p><i>[Final Redemption Amount 1</i></p> <p>Min (Calculation Amount × Relevant Reference Performance in respect of the Relevant Monitoring Date, Cap]</p> <p><i>[Final Redemption Amount 2</i></p>

Element	Title	
		<p>Calculation Amount <math>\times</math> (Relevant Reference Performance in respect of the Relevant Monitoring Date / Capital Barrier Level)]</p> <p><i>[Final Redemption Amount 3</i></p> <p>Calculation Amount <math>\times</math> (P% + [X% <math>\times</math> Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)])]</p> <p><i>[Final Redemption Amount 4</i></p> <p>Calculation Amount <math>\times</math> (X1% + [X% <math>\times</math> Max (Floor, K1% - Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or</p> <p>(b) if a Capital Barrier Event has not occurred:</p> <p><i>[Final Redemption Amount 7</i></p> <p>Calculation Amount <math>\times</math> Z%]</p> <p><i>[Otherwise:</i></p> <p>(i) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%:</p> <p><i>[Final Redemption Amount 3</i></p> <p>Calculation Amount <math>\times</math> (P% + [X% <math>\times</math> Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)])]</p> <p><i>[Final Redemption Amount 4</i></p> <p>Calculation Amount <math>\times</math> (X1% + [X% <math>\times</math> Max (Floor, K1% - Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or</p> <p>(ii) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:</p> <p><i>[Final Redemption Amount 3</i></p> <p>Calculation Amount <math>\times</math> (P% + [X% <math>\times</math> Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)])]</p>

Element	Title	
		<p><i>[Final Redemption Amount 4</i></p> <p>Calculation Amount <math>\times</math> (X1 % + [X% <math>\times</math> Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]])]</p>
		<p><i>[Final Redemption Amount 5</i></p> <p>Calculation Amount <math>\times</math> (P% + [Y% <math>\times</math> Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date))])]</p>
		<p><i>[Final Redemption Amount 6:</i></p> <p>Calculation Amount <math>\times</math> (X2% + [Y% <math>\times</math> Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date – K2%))])].]</p> <p><b><i>[If Put Strike Event applies, the applicable Final Redemption Amount payout will be selected from the options below:</i></b></p> <p>The "<b>Final Redemption Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p>(a) If a Put Strike Event has occurred:</p> <p>Calculation Amount <math>\times</math> (Relevant Reference Performance in respect of the Relevant Monitoring Date / Put Strike Level); or</p> <p>(b) if a Put Strike Event has not occurred:</p> <p><i>[Final Redemption Amount 7</i></p> <p>Calculation Amount <math>\times</math> Z%]</p> <p><i>[Otherwise:</i></p> <p>(i) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%:</p> <p><i>[Final Redemption Amount 3</i></p> <p>Calculation Amount <math>\times</math> (P% + [X% <math>\times</math> Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)]])]</p>

Element	Title	
		<p><i>[Final Redemption Amount 4</i></p> <p>Calculation Amount × (X1% + [X% × Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or</p> <p>(ii) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:</p> <p><i>[Final Redemption Amount 5</i></p> <p>Calculation Amount × (P% + [Y% × Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date))])]</p> <p><i>[Final Redemption Amount 6</i></p> <p>Calculation Amount × (X2% + [Y% × Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date – K2%))])]. ]</p>
		<p><b><i>[If the Notes are Preference Share Linked Notes:</i></b></p> <p>The "Final Redemption Amount" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> $\text{Calculation Amount} \times \frac{\text{Preference Share Value}_{\text{final}}}{\text{Preference Share Value}_{\text{initial}}}]$ <p><b><i>[If the Notes are Mini-Future Short Redemption Notes:</i></b></p> <p>The "Final Redemption Amount" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p>(Calculation Amount × Max [Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date]) / FX Rate in respect of such day]</p> <p><b><i>[If the Notes are IndiCap Redemption Notes:</i></b></p> <p>The "Final Redemption Amount" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> $\text{Calculation Amount} \times \max(\alpha(\sum_{i=1}^n w_i * \max(F_i; \min(Cap_i; A_i)) - K); \text{Floor})]$

Element	Title	
		<p><b><i>[If the Notes are Himalayan Redemption Notes:</i></b></p> <p>The "<b>Final Redemption Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p>Calculation Amount x max (F, min(C, α (R-K))]</p> <p><b><i>[If the Notes are not Preference Share Linked Notes, Mini-Future Short Redemption Notes, IndiCap Redemption Notes or Himalayan Redemption Notes and neither Capital Barrier Event nor Put Strike Event applies:</i></b></p> <p>The "<b>Final Redemption Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p style="text-align: center;">Calculation Amount × (100% + X%)]</p> <p><b><i>[Where a Protection Amount applies:</i></b></p> <p>Notwithstanding the above, the Final Redemption Amount will not be less than the Protection Amount multiplied by the Calculation Amount. For the avoidance of doubt, the Protection Amount will not apply in the event that Securities are redeemed early for, among others, taxation reasons [<i>For Index or Equity linked Notes: , events in relation to the Reference Item[(s)]</i>][.] [or] an event of default [<i>For benchmark-linked Notes: or a Benchmark Event</i>].]</p> <p><b><i>[For Physically Settled Notes:</i></b></p> <p>The "<b>Entitlement</b>" shall be the quantity of the Relevant Asset[(s)] equal to:</p> <p style="text-align: center;">(Calculation Amount / Initial Valuation) / FX Rate</p> <p>In order to receive the relevant asset(s), a Holder must deliver an Asset Transfer Notice on or prior to a specified cut-off time (failing which the Issuer's obligations in respect of the Securities will be discharged) and pay all costs, taxes, duties and/or expenses arising from delivery. If certain disruption events occur on settlement, the relevant settlement date may be postponed and in certain circumstances the Issuer will be entitled to make payment of a cash amount in lieu of physical delivery.]</p>
		<p><i>Other Redemptions</i></p>
		<p><b><i>[If the Notes are Trigger Early Redemption Notes:</i></b></p>

Element	Title	
		<p>Trigger Early Redemption Event</p> <p>If a Trigger Early Redemption Event occurs the Securities will be redeemed early on [●] at the Trigger Early Redemption Amount.</p> <p>The "<b>Trigger Early Redemption Amount</b>" will be</p> <p><i>[Trigger Early Redemption Event 2</i></p> <p>an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p>Calculation Amount × (X% + Composite Rate in respect of the Trigger Event Date)]</p> <p><i>[Trigger Early Redemption Event 4</i></p> <p>an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p>(Calculation Amount × Max [Floor, Relevant Reference Performance at such time as the Calculation Agent determines in its sole and absolute discretion within the First Number of Hours of the occurrence of the Trigger Early Redemption Event on the Relevant Monitoring Date related to the Trigger Event Date or at the determination of the Calculation Agent in its sole and absolute discretion, unless the relevant Reference Item is a Currency, if the Trigger Closing occurs before expiry of such First Number of Hours, such time as the Calculation Agent determines in its sole and absolute discretion within the Second Number of Hours of the Trigger Opening on the next Relevant Monitoring Date)] / FX Rate in respect of the relevant day]</p> <p><i>[Otherwise</i></p> <p>[●].]</p> <p><b>[If the Notes include a call option:</b></p> <p>Issuer Call</p> <p>The Securities may also be redeemed early [in whole/in part] at the option of the Issuer on [●] at [●] per Calculation Amount.]</p> <p><b>[If the Notes are Bail-inable Securities and TLAC Disqualification Event applies:</b></p> <p>TLAC Disqualification Event</p>

Element	Title	
		<p>The Issuer may, at its option, with the prior approval of the Superintendent, redeem all, but not some only, of the Securities within 90 days after the occurrence of a TLAC Disqualification Event at [●] per Calculation Amount.</p> <p>A “<b>TLAC Disqualification Event</b>” means the Office of the Superintendent of Financial Institutions has advised the Issuer in writing that the Series of Bail-inable Securities will no longer be recognised in full as TLAC under the guideline for TLAC for banks in Canada in effect from time to time as interpreted by the Superintendent, provided that a TLAC Disqualification Event will not occur where the exclusion of the Series of Bail-inable Securities from the Issuer’s TLAC requirements is due to the remaining maturity of such Series of Bail-inable Securities being less than any period prescribed by any relevant eligibility criteria applicable as of the Issue Date of the first Tranche of such Series of Bail-inable Securities.]</p> <p><b><i>[If the Notes include a put option (which is not permitted for Bail-inable Securities):</i></b></p> <p>Holder Put</p> <p>If a Holder of a Security gives the appropriate notice to the Issuer, upon expiry of such notice the Issuer will redeem such Security on [●] at [●] per Calculation Amount.]</p> <p>Other</p> <p>The Securities may be redeemed early for taxation reasons, illegality or an event of default at the Early Redemption Amount.</p> <p><b><i>[If the Notes are benchmark-linked Notes:</i></b></p> <p>The Securities may also be redeemed early at the Early Redemption Amount on the occurrence of certain events (“<b>Benchmark Events</b>”) relating to (a) [each of] [<i>insert each benchmark</i>] as a “benchmark” under the EU Benchmarks Regulation ([each a]/[the] “<b>Benchmark</b>”) or (b) the administrator or sponsor of [any such]/[the] Benchmark.]</p> <p><b><i>[If the Notes are Reference Item linked and if applicable:</i></b></p> <p>The Securities may also be terminated early at the Early Redemption Amount to take into account events in relation to the Reference Item[(s)] or Securities as described below.]</p> <p>The “<b>Early Redemption Amount</b>” will be [<i>For Reference Item Linked Notes other than Preference Share Linked Notes: an amount calculated by the Calculation Agent equal to the fair market value of a Security less unwind costs</i>] [<i>For other Notes for which the Final Redemption Amount</i></p>

Element	Title	
		<p>is equal to the issue price: the Final Redemption Amount] [For other Notes (other than Zero Coupon Notes) which redeem at more or less than the issue price: [●]/[its principal amount]] [For Zero Coupon Notes: the Amortised Face Amount calculated in accordance with the following formula: <math>[RP \times (1 + AY)^y] / [RP \times (1 + AY \times y)]</math>, where RP is [insert Reference Price], AY is [insert Accrual Yield] and <math>y</math> is <math>[30/360] / [Actual/360] / [Actual/365] / [Actual/Actual (ICMA)]</math>] [For Preference Share Linked Notes: an amount calculated by the Calculation Agent on the same basis as the Final Redemption Amount, except that the Preference Share Value<sub>final</sub> will be determined as of [●]].</p>
		<p><b><i>[If the Notes are interest-bearing Notes:</i></b></p> <p><i>Interest</i></p> <p>The Securities bear interest from [the Issue Date/[●]]. Interest is payable on each Interest Payment Date specified below from the Issue Date. [The yield of the Securities is [ ] determined as described in the applicable Final Terms. The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield. (<i>insert if Fixed Rate Notes only</i>)]</p> <p><b><i>[If the Notes are Fixed or Floating Rate Notes:</i></b></p> <p><b><i>[If the Notes are Fixed Rate (unadjusted) Notes:</i></b> The amount of interest payable in respect of each Security on an Interest Payment Date is the Fixed Coupon Amount [or, if specified for an Interest Payment Date, the Broken Amount]. [Otherwise, the][The] amount of interest payable in respect of any Security for any period shall be calculated by applying the Rate of Interest to the Calculation Amount and multiplying such sum by the Day Count Fraction.]</p> <p><b><i>[If the Notes are Interest Barrier Notes:</i></b></p> <p>The "Interest Amount" in respect of an Interest Period shall be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p>(a) If an Interest Barrier Event occurs in respect of such Interest Period:</p> <p style="padding-left: 40px;">(Calculation Amount × Rate of Interest × Day Count Fraction) – Paid Interest; or</p> <p>(b) otherwise, zero.]</p> <p><b><i>[If the Notes are Interest Reference Performance Notes, Digital Range Accrual Interest Notes, Floating Ratchet Interest Notes or Floating Participation Interest Notes, IndiCap Interest Notes,</i></b></p>

Element	Title	
		<b><i>Yieldseeker Interest Notes or Yieldseeker Bonus Interest Notes:</i></b>
		<p>The "<b>Interest Amount</b>" in respect of an Interest Period shall be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p style="text-align: center;">Calculation Amount × Rate of Interest × Day Count Fraction[,</p> <p><i>Provided That:</i></p> <p><b><i>[If Global Interest Cap Event applies:</i></b></p> <p>[(i)] if a Global Interest Cap Event occurs in respect of an Interest Period:</p> <p style="padding-left: 40px;">(x) the Interest Amount otherwise determined in respect of such Interest Period as provided above will be reduced by an amount equal to the Global Interest in respect of such Interest Period less the Global Interest Cap; and</p> <p style="padding-left: 40px;">(y) the Interest Amount in respect of each Interest Period thereafter will be zero]; and]</p> <p><b><i>[If Global Interest Floor Event applies:</i></b></p> <p>[(ii)] if the Securities are redeemed other than for taxation reasons, illegality[, ] [or] an event of default [<i>For benchmark-linked Notes:</i> or a Benchmark Event] and a Global Interest Floor Event occurs in respect of the final Interest Period, the Interest Amount otherwise determined in respect of such Interest Period as provided above will be increased by an amount equal to the Global Interest Floor less the Global Interest in respect of such Interest Period]].]</p> <p><b><i>[If the Notes are Switchable Interest Notes:</i></b></p> <p>The applicable interest basis in respect of the Securities will change from [●] to [●]</p> <p><i>[If Issuer's Switch Option applies:</i></p> <p>, if the Issuer gives a notice to the Holders stating that the interest basis will change, in which case such change will occur on the date specified in such notice]</p> <p><b><i>[If Switchable Interest Trigger Event applies:</i></b></p> <p>, if a Switchable Interest Trigger Event occurs, on the Switch Interest</p>

Element	Title	
		<p>Date]</p> <p><i>[If neither Issuer's Switch Option nor Switchable Interest Trigger Event applies:</i></p> <p>on the Switch Interest Date].]</p>
		<p><b><i>[For W&amp;C Securities:</i></b></p> <p><i>[Exercise][Redemption]</i></p> <p>Subject to any purchase and cancellation or early [exercise][redemption] or cancellation, each [Security/Unit] entitles its holder, on [due exercise [(including, without limitation, delivery of an Exercise Notice)]/redemption [(including, without limitation, delivery of Collection Notice)]], to receive from or on behalf of the Issuer on the [Settlement][Redemption] Date [the Cash Settlement Amount][delivery of the Entitlement].</p> <p><b><i>[If the W&amp;C Securities are Bail-inable Securities:</i></b></p> <p><b><i>[If TLAC Disqualification Event applies:</i></b> Except on a TLAC Disqualification Event (as defined below), all] [All] early [redemptions/cancellations] by the Issuer and purchases by the Issuer or any of its subsidiaries of the W&amp;C Securities will be subject to the prior approval of the Superintendent where the [redemption/cancellation] or purchase would lead to a breach of the Issuer's TLAC requirements.</p> <p>Bail-inable Securities may not be [redeemed/cancelled] at the holder's election.</p> <p><b><i>[If TLAC Disqualification Event applies:</i></b> Bail-inable Securities may be [redeemed/cancelled] by the Issuer prior to [scheduled redemption/exercise/expiration] upon giving notice following the occurrence of a TLAC Disqualification Event provided that any such [redemption/cancellation] will be subject to the prior approval of the Superintendent in all cases.]]</p> <p><b><i>[If the W&amp;C Securities are Exercisable Certificates or Warrants for which Units apply:</i></b></p> <p>The Securities must be exercised in Units. Each Unit consists of [●] Securities.]</p> <p><b><i>Set out the relevant features below, completing them or, where not required for the particular issue of W&amp;C Securities, deleting the provisions which are not relevant:</i></b></p>

Element	Title	
		<p><b><i>[For Cash Settled W&amp;C Securities:</i></b></p> <p><b><i>[If Capital Barrier Event applies, the applicable Cash Settlement Amount payout will be selected from the options below:</i></b></p> <p>The "<b>Cash Settlement Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p>(a) If a Capital Barrier Event has occurred:</p> <p><i>[Cash Settlement Amount 1</i></p> <p>Min (Calculation Amount x Relevant Reference Performance in respect of the Relevant Monitoring Date, Cap]</p> <p><i>[Cash Settlement Amount 2</i></p> <p>Calculation Amount x (Relevant Reference Performance in respect of the Relevant Monitoring Date / Capital Barrier Level)]</p> <p><i>[Cash Settlement Amount 3</i></p> <p>Calculation Amount x (P%+[X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)])]</p> <p><i>[Cash Settlement Amount 4</i></p> <p>Calculation Amount x (X1%+[X% x Max (Floor,K1%- Relevant Reference Performance in respect of the Relevant Monitoring Date)]);or</p> <p>(b) if a Capital Barrier Event has not occurred:</p> <p><i>[Cash Settlement Amount 7</i></p> <p>Calculation Amount x Z%]</p> <p><i>[Otherwise:</i></p> <p>(i) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%:</p> <p><i>[Cash Settlement Amount 3</i></p> <p>Calculation Amount x (P% + [X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)])]</p>

Element	Title	
		<p><i>[Cash Settlement Amount 4</i></p> <p>Calculation Amount x (X1% + [X% x Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or</p> <p>(ii) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:</p> <p><i>[Cash Settlement Amount 3</i></p> <p>Calculation Amount x (P%+[X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)])]</p> <p><i>[Cash Settlement Amount 4</i></p> <p>Calculation Amount x (X1% + [X% x Max (Floor, K1% - Relevant Reference Performance in respect of the Relevant Monitoring Date)])]</p> <p><i>[Cash Settlement Amount 5</i></p> <p>Calculation Amount x (P% + [Y% x Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date))])]</p> <p><i>[Cash Settlement Amount 6</i></p> <p>Calculation Amount x (X2% + [Y% x Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date – K2%))])].]</p> <p><b><i>[If Put Strike Event applies, the applicable Cash Settlement Amount payout will be selected from the options below:</i></b></p> <p>The "<b>Cash Settlement Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p>(a) if a Put Strike Event has occurred:</p> <p>Calculation Amount x (Relevant Reference Performance in respect of the Relevant Monitoring Date / Put Strike Level); or</p> <p>(b) if a Put Strike Event has not occurred:</p> <p><i>[Cash Settlement Amount 7</i></p>

Element	Title	
		<p>Calculation Amount x Z%]</p> <p><i>[Otherwise:</i></p> <p>(i) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%:</p> <p><i>[Cash Settlement Amount 3</i></p> <p>Calculation Amount x (P% + [X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)])]</p> <p><i>[Cash Settlement Amount 4</i></p> <p>Calculation Amount x (X1% + [X% x Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or</p> <p>(ii) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:</p> <p><i>[Cash Settlement Amount 5</i></p> <p>Calculation Amount x (P% + [Y% x Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)])]</p> <p><i>[Cash Settlement Amount 6</i></p> <p>Calculation Amount x (X2% + [Y% x Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date – K2%)])))]]</p> <p><b><i>[For Final Settlement Call W&amp;C Securities:</i></b></p> <p>The "<b>Cash Settlement Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p><i>[where Averaging does not apply:</i></p> <p>(Settlement Price [less the Exercise Price]) multiplied by the Multiplier]</p>
		<p><i>[where Averaging applies:</i></p>
		<p>(the arithmetic mean of the Settlement Prices for all the Averaging Dates [less the Exercise Price]) multiplied by the</p>

Element	Title	
		<p style="text-align: center;">Multiplier]</p> <p><b>[For Final Settlement Put W&amp;C Securities:</b></p> <p>The "<b>Cash Settlement Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p style="text-align: center;"><i>[where Averaging does not apply:</i></p> <p style="text-align: center;">(Exercise Price less the Settlement Price) multiplied by the Multiplier]]</p> <p style="text-align: center;"><i>[where Averaging applies:</i></p> <p style="text-align: center;">(Exercise Price less the arithmetic mean of the Settlement Prices for all the Averaging Dates) multiplied by the Multiplier]].</p> <p><b>[For Interest Rate Linked Warrants:</b></p> <p>The "<b>Cash Settlement Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p style="text-align: center;">(Settlement Price less Exercise Price) x Notional Amount per Warrant x Interest Rate Day Count Fraction.]</p> <p><b>If the W&amp;C Securities are Mini-Future Short W&amp;C Securities:</b></p> <p>The "<b>Cash Settlement Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p style="text-align: center;">(Calculation Amount x Max [Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date]) / FX Rate in respect of such day]</p> <p><b>[If the W&amp;C Securities are IndiCap W&amp;C Securities:</b></p> <p>The "<b>Cash Settlement Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> $\text{Calculation Amount} \times \max\left(\alpha \left(\sum_{i=1}^n w_i * \max(F_i; \min(Cap_i; A_i)) - K\right); \text{Floor}\right)$ <p><b>[If the W&amp;C Securities are Himalayan W&amp;C Securities:</b></p> <p>The "<b>Cash Settlement Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p style="text-align: center;">Calculation Amount x max (F, min(C, α (R-K)))</p>

Element	Title	
		<p><b><i>[If the W&amp;C Securities are not Final Settlement Call W&amp;C Securities, Final Settlement Put W&amp;C Securities, Interest Rate Linked Warrants, Mini-Future Short W&amp;C Securities, IndiCap W&amp;C Securities or Himalayan W&amp;C Securities and neither Capital Barrier Event nor Put Strike Event applies:</i></b></p> <p>The "<b>Cash Settlement Amount</b>" will be an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p style="text-align: center;">Calculation Amount x (100% + X%)</p> <p><b><i>[Where a Protection Amount applies:</i></b></p> <p>Notwithstanding the above, the Cash Settlement Amount will be no less than the Protection Amount. For the avoidance of doubt, the Protection Amount will not apply in the event that Securities are [cancelled/redeemed] early.]</p> <p><b><i>[For Physical Delivery W&amp;C Securities:</i></b></p> <p>The "<b>Entitlement</b>" shall be the quantity of the Relevant Asset[(s)] equal to:</p> <p style="text-align: center;">(Calculation Amount / Initial Valuation) / FX Rate.</p> <p>In order to receive the relevant asset(s), [a Holder must deliver [an Exercise Notice/a Collection Notice] on or prior to a specified cut-off time (failing which the Issuer's obligations in respect of the Securities will be discharged) and] [in addition to delivery of an Exercise Notice, a Holder must] pay all costs, taxes, duties and/or expenses arising from delivery [and the Exercise Price]. If certain disruption events occur on settlement, the relevant settlement date may be postponed and in certain circumstances the Issuer will be entitled to make payment of a cash amount in lieu of physical delivery.]</p> <p><i>Early [Exercise/Redemption]</i></p> <p><b><i>[If the W&amp;C Securities are Trigger Early Exercise W&amp;C Securities or Trigger Early Redemption W&amp;C Securities:</i></b></p> <p>Trigger Early [Exercise/Redemption] Event</p> <p>If a Trigger Early [Exercise/Redemption] Event occurs [exercise/redemption] of the Securities will be brought forward in which case the Securities will be automatically [exercised/redeemed] and the Cash Settlement Amount will be payable.</p> <p><i>[If Trigger Early Exercise Cash Settlement or Trigger Early Redemption</i></p>

Element	Title	
		<p><i>Cash Settlement applies:</i></p> <p>The Cash Settlement Amount will be the Trigger Early [Exercise/Redemption] Cash Settlement Amount.</p> <p>The "<b>Trigger Early [Exercise/Redemption] Cash Settlement Amount</b>" will be</p> <p><i>[Trigger Early Event 2</i></p> <p>an amount (which may never be less than zero) calculated by the Calculation Agent equal to:</p> <p>(Calculation Amount x Max [Floor, Relevant Reference Performance at such time as the Calculation Agent determines in its sole and absolute discretion within the First Number of Hours of the occurrence of the Trigger Early Redemption Event on the Relevant Monitoring Date related to the Trigger Event Date or, other than in relation to a Reference Item which is a Currency and at the determination of the Calculation Agent in its sole and absolute discretion, if the Trigger Closing occurs before expiry of such First Number of Hours, such time as the Calculation Agent determines in its sole and absolute discretion within the Second Number of Hours of the Trigger Opening on the next Relevant Monitoring Date]) / FX Rate in respect of the relevant day].</p> <p>[Otherwise</p> <p>[●].]</p> <p><b><i>[If the W&amp;C Securities include a call option:</i></b></p> <p>Issuer Call</p> <p>The Issuer may elect that [exercise/redemption] of the Securities be brought forward in which case the Securities will be [automatically exercised/redeemed] on [●] and the Cash Settlement Amount will be [●] per [Security/Unit].]</p> <p><b><i>[If the W&amp;C Securities are Bail-inable Securities and TLAC Disqualification Event applies:</i></b></p> <p>TLAC Disqualification Event</p> <p>The Issuer may, at its option, with the prior approval of the Superintendent, [redeem/cancel] all (but not some only) of the outstanding Series of Bail-inable Securities within 90 days after the occurrence of a TLAC Disqualification Event at the Early Cash Settlement Amount of [●].</p>

Element	Title	
		<p>A “<b>TLAC Disqualification Event</b>” means the Office of the Superintendent of Financial Institutions has advised the Issuer in writing that the Series of Bail-inable Securities will no longer be recognised in full as TLAC under the guideline for TLAC for banks in Canada in effect from time to time as interpreted by the Superintendent, provided that a TLAC Disqualification Event will not occur where the exclusion of the Series of Bail-inable Securities from the Issuer’s TLAC requirements is due to the remaining time to [scheduled redemption/exercise/expiration] of such Series of Bail-inable Securities being less than any period prescribed by any relevant eligibility criteria applicable as of the Issue Date of the first Tranche of such Series of Bail-inable Securities.]</p> <p><b><i>[If the W&amp;C Securities are redeemable Certificates which include a put option (which is not permitted for Bail-inable Securities):</i></b></p> <p>Holder Put</p> <p>The Holder of a Security may elect, on giving the appropriate notice to the Issuer, for redemption of its Securities to be brought forward in which case such Securities will be redeemed on [●] and the Cash Settlement Amount will be [●] per Security.]</p>
		<p>Other</p> <p>The Securities may be [cancelled/redeemed] early for tax reasons, an illegality or an event of default at an amount calculated by the Calculation Agent equal to the fair market value of a Security less unwind costs and plus any Exercise Price paid.].</p>
		<p><b><i>[If the W&amp;C Securities are benchmark-linked:</i></b></p> <p>The Securities may also be [cancelled/redeemed] early at an amount calculated by the Calculation Agent equal to the fair market value of a Security less unwind costs and plus any Exercise Price paid, on the occurrence of certain events (“<b>Benchmark Events</b>”) relating to (a) [each of] [insert each benchmark] as a “benchmark” under the EU Benchmarks Regulation ([each a]/[the] “<b>Benchmark</b>”) or (b) the administrator or sponsor of [any such]/[the] Benchmark.]</p>
		<p><b><i>[If the W&amp;C Securities are Reference Item linked and if applicable:</i></b></p> <p>The Securities may also be cancelled early at an amount calculated by the Calculation Agent equal to the fair market value of a Security less unwind costs and plus any Exercise Price paid, to take into account events in relation to the Reference Item[(s)] or Securities as described below.]</p>
		<p><b><i>[If the W&amp;C Securities pay Additional Amounts:</i></b></p>

Element	Title	
		<p>Each Security pays an Additional Amount on each Additional Amount Payment Date in respect of the Additional Amount Period ending on (but excluding) such Additional Amount Payment Date.</p> <p>The "<b>Additional Amount</b>" will be, in respect of an Additional Amount Period, an amount calculated by the Calculation Agent as follows:</p> <p style="text-align: center;">Notional Amount per W&amp;C Security × Additional Amount Rate × Additional Amount Rate Day Count Fraction. ]]</p> <p><b><i>[For Notes and W&amp;C Securities, set out the relevant definitions from the below, completing them or, where not required for the particular issue of Securities, deleting the definitions which are not relevant and specifying per Reference Item/date/period as applicable:</i></b></p> <p><i>Definitions</i></p> <p>"α" means:</p> <p><b><i>[if Call Option applies:</i></b></p> <p>1]</p> <p><b><i>[if Put Option applies:</i></b></p> <p>-1].</p> <p>"AAA%" means [●].</p> <p>"A<sub>i</sub>" means:</p> $\frac{1}{\sum_{t=1}^T c(i,t)} \left( \sum_{t=1}^T c(i,t) * \max(LF_j; \min(LC_i; S_i(t))) \right)$ <p>"A<sub>i</sub><sup>(j)</sup>" means, in respect of a Reference Item and an Observation Period, the weighted average of the Single Underlying Relevant Reference Performance in respect of such Reference Item and each Relevant Monitoring Date in the Observation Period, weighted by reference to the Weighting for such [Relevant Monitoring Date/Observation Period].</p> <p>"<b>Actual Exercise Date</b>" means [the Exercise Date] [the date on which the Security is actually or is deemed exercised [during the Exercise Period] in accordance with the Conditions].</p> <p>"<b>Additional Amount Payment Date</b>" means [●].</p>

Element	Title	
		<p>"<b>Additional Amount Period</b>" means [●].</p> <p>"<b>Additional Amount Rate</b>" means [●].</p> <p>"<b>Additional Amount Rate Day Count Fraction</b>" means [●].</p> <p>"<b>Averaging Date</b>" means [●] subject to adjustment.</p>
		<p>"<b>Basket Relevant Reference Performance</b>" means:</p> <p><i>[if Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 applies,</i></p> <p>in respect of any time, the weighted average of the Single Underlying Relevant Reference Performance in respect of each Reference Item, such time and the Relevant Monitoring Date, weighted by reference to the Weighting for such Reference Item]</p> <p><i>[if Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 does not apply:</i></p> <p>the weighted average of the Single Underlying Relevant Reference Performance in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Weighting for such Reference Item].</p>
		<p>"<b>BBB</b>" means [●].</p> <p>"<b>Best-of Basket Relevant Reference Performance</b>" means:</p> <p><i>[if Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 applies,</i> the Single Underlying Relevant Reference Performance in respect of the Best Performer, the relevant time and the Relevant Monitoring Date]</p> <p><i>[If Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 does not apply:</i></p> <p>the Single Underlying Relevant Reference Performance in respect of the Best Performer and the Relevant Monitoring Date].</p> <p>"<b>Best Performer</b>" means the Reference Item in respect of which the Single Underlying Relevant Reference Performance is, in the determination of the Calculation Agent, the largest positive number, provided that if the Single Underlying Relevant Reference Performance is the same number with respect to two or more Reference Items the Calculation Agent shall determine the Best Performer.</p>

Element	Title	
		<p>"<b>Bonus<sub>H</sub></b>" means AAA%.</p> <p>"<b>BonusHigh</b>" means [●].</p>
		<p>"<b>Bonus<sub>L</sub></b>" means BBB%.</p> <p>"<b>BonusLow</b>" means [●].</p> <p>"<b>Broken Amount</b>" means [●]. (<i>specify for any applicable Interest Payment Dates</i>)</p> <p>"<b>c</b>" is as specified in the applicable Final Terms.</p> <p>"<b>C</b>" means [●].</p>
		<p>"<b>Cap</b>" means [●].</p>
		<p>"<b>Capital Barrier Event</b>" means [Capital Barrier Event 1/Capital Barrier Event 2/Capital Barrier Event 3].</p> <p>"<b>Capital Barrier Event 1</b>" means the Relevant Reference Performance in respect of the Relevant Monitoring Date is</p> <p><b>[If Equal to or Less than applies:</b></p> <p>equal to or less than the Capital Barrier Level]</p> <p><b>[If Less than applies:</b></p> <p>less than the Capital Barrier Level].</p> <p>"<b>Capital Barrier Event 2</b>" means the Relevant Reference Performance in respect of any Relevant Monitoring Date is</p> <p><b>[If Equal to or Less than applies:</b></p> <p>equal to or less than the Capital Barrier Level]</p> <p><b>[If Less than applies:</b></p> <p>less than the Capital Barrier Level].</p> <p>"<b>Capital Barrier Event 3</b>" means the Relevant Reference Performance in respect of each Relevant Monitoring Date is</p> <p><b>[If Equal to or Less than applies:</b></p> <p>equal to or less than the Capital Barrier Level]</p>

Element	Title	
		<p><b><i>[If Less than applies:</i></b></p> <p>less than the Capital Barrier Level].</p> <p><b>"Capital Barrier Level"</b> means [●].</p> <p><b>"Cash Settlement Period"</b> means the period commencing on (and including) the Exercise Date to (but excluding) the Settlement Date.</p> <p><b>"Composite Rate"</b> means, in respect of [an Interest Period] [or] [a Relevant Monitoring Date], a rate calculated by the Calculation Agent equal to the sum, for each Floating Rate Option:</p> <p style="padding-left: 40px;">Reference Interest Rate Weighting × Reference Interest Rate.</p> <p><b>"Currency Price"</b> means the spot rate of exchange of the Reference Item at the Valuation Time on [●].</p> <p><b>"Day Count Fraction"</b> means [●].</p> <p><b>"Designated Maturity"</b> means [●].</p> <p><b>"Entitlement Clearing System"</b> means [●].</p> <p><b>"Exchange"</b> means [●].</p> <p><b>"Exchange Rate"</b> means [●].</p> <p><b>"Exercise Date"</b> means [●].</p> <p><b>"Exercise Period"</b> means [●].</p> <p><b>"Exercise Price"</b> means [●].</p> <p><b>"F"</b> means [●].</p> <p><b>"Final Valuation Date"</b> means</p> <p><b><i>[If the Notes are Preference Share Linked Notes:</i></b></p> <p>[●] or, if any date(s) for valuation of or any determination of the underlying asset or reference basis (or any part thereof) for the Reference Item falling on or about such day is to be delayed in accordance with the terms and conditions of the Reference Item by reason of a disruption or adjustment event, such delayed valuation or determination date(s), all as determined by the Calculation Agent]</p> <p><b><i>[Otherwise:</i></b></p> <p>[●] subject to adjustment.]</p>

Element	Title	
		<p>"<b>First Number of Hours</b>" means [●].</p> <p>"<b>First Outperformance Reference Item</b>" means [●].</p> <p>"<b>Fixed Coupon Amount</b>" means [●]. (<i>specify for each Interest Payment Date as required</i>)</p> <p>"<b>Floating Rate Option</b>" means [<i>specify each floating rate option for each relevant type of payout</i>].</p>
		<p>"<b>Floor</b>" means [●].</p>
		<p>"<b>FX Rate</b>" means</p> <p><b><i>[If the Notes are Mini-Future Short Redemption Notes or Mini-Future Short W&amp;C Securities or Trigger Early Redemption Event 4 or Trigger Early Event 2 applies:</i></b> in respect of a Relevant Monitoring Date, the Trigger FX Currency/[Specified]/[Settlement] Currency spot rate of exchange appearing on the Trigger FX Price Source (or any Trigger FX Price Source Successor) at the Trigger FX Valuation Time on such Relevant Monitoring Date (expressed as the number of units (or part units) of the Trigger FX Currency for which one unit of the [Specified]/[Settlement] Currency can be exchanged) or, if such rate does not so appear on the Trigger FX Price Source (or any Trigger FX Price Source Successor as aforesaid), the rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) and at such time(s) as it determines appropriate]</p> <p><b><i>[Otherwise:</i></b></p> <p>[the Exchange Rate in respect of the last occurring Monitoring Date/one]].</p> <p>"<b>Global Interest Cap</b>" means [●].</p> <p>"<b>Global Interest Cap Event</b>" means, in respect of an Interest Period, the Global Interest in respect of such Interest Period is greater than the Global Interest Cap.</p> <p>"<b>Global Interest Floor</b>" means [●].</p> <p>"<b>Global Interest Floor Event</b>" means, in respect of an Interest Period, the Global Interest in respect of such Interest Period is less than the Global Interest Floor.</p> <p>"<b>Global Interest</b>" means, in respect of an Interest Period, the sum of (a) the Interest Amount in respect of each principal amount of Securities equal to the Calculation Amount and each previous Interest Period and (b) the Interest Amount in respect of each principal amount of Securities equal to the Calculation Amount and such Interest Period (ignoring for</p>

Element	Title	
		<p>such purposes the proviso to the definition of Interest Amount).</p> <p>"i" means a Reference Item.</p> <p><b>"Initial Monitoring Date"</b> means [●].</p> <p><b>"Initial Valuation"</b> is [[●]/Initial Valuation 1/Initial Valuation 2/Initial Valuation 3/Initial Valuation 4].</p> <p><b>"Initial Valuation 1"</b> means:</p> <p><b>[if Capital Barrier Event 3 applies:</b></p> <p>the Reference Item Level in respect of a Reference Item, the relevant time and the Relevant Initial Monitoring Date]</p> <p><b>[If Capital Barrier Event 3 does not apply:</b></p> <p>the Reference Item Level in respect of a Reference Item and the Relevant Initial Monitoring Date].</p>
		<p><b>"Initial Valuation 2"</b> means:</p> <p><b>[if Capital Barrier Event 3 applies:</b></p> <p>the arithmetic average of the Reference Item Levels in respect of a Reference Item, the relevant time and the Initial Monitoring Dates in respect of the Relevant Monitoring Date]</p> <p><b>[If Capital Barrier Event 3 does not apply:</b></p> <p>the arithmetic average of the Reference Item Levels in respect of a Reference Item and the Initial Monitoring Dates in respect of the Relevant Monitoring Date].</p> <p><b>"Initial Valuation 3"</b> means:</p> <p><b>[if Capital Barrier Event 3 applies:</b></p> <p>the highest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date]</p> <p><b>[If Capital Barrier Event 3 does not apply:</b></p> <p>the highest of the Reference Item Levels in respect of a Reference Item and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date.]</p>

Element	Title	
		<p><b>"Initial Valuation 4"</b> means:</p> <p><i>[if Capital Barrier Event 3 applies:</i></p> <p>the lowest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date]</p> <p><i>[If Capital Barrier Event 3 does not apply:</i></p> <p>the lowest of the Reference Item Levels in respect of a Reference Item and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date.]</p>
		<p><b>"Initial Valuation Date"</b> means the Issue Date or, if the date for valuation of or any determination of the underlying asset or reference basis (or any part thereof) for the Reference Item falling on or about such day is to be delayed in accordance with the terms and conditions of the Reference Item by reason of a disruption or adjustment event, such delayed valuation or determination date(s), all as determined by the Calculation Agent.</p>
		<p><b>"Interest Barrier Event"</b> means the Relevant Reference Performance in respect of any Relevant Monitoring Date in respect of the relevant Interest Period is equal to or greater than the Interest Barrier Level.</p>
		<p><b>"Interest Barrier Level"</b> means [●].</p> <p><b>"Interest Determination Date"</b> means [●].</p> <p><b>"Interest Payment Date"</b> means [●].</p> <p><b>"Interest Period"</b> means [●].</p> <p><b>"Interest Rate Day Count Fraction"</b> means [●].</p> <p><b>"ISDA Definitions"</b> means the 2006 ISDA Definitions (as amended, supplemented and updated as at the Issue Date) as published by the International Swaps and Derivatives Association, Inc.).</p> <p><b>"ISDA Rate"</b> means, in respect of an Exercise Date, a rate equal to the Floating Rate that would be calculated 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 to which the ISDA Definitions applied and under which:</p> <ul style="list-style-type: none"> <li>— the Floating Rate Option is [●];</li> <li>— the Designated Maturity is [●]; and</li> <li>— the relevant Reset Date is [●].</li> </ul>

Element	Title	
		<p>For the purposes of this definition "Floating Rate", "Calculation Agent", "Floating Rate Option", "Designated Maturity" and "Reset Date" have the meanings given to those terms in the ISDA Definitions.</p> <p>"J" means an Observation Period.</p> <p>"k<sub>i</sub>" means the Initial Valuation in respect of a Reference Item.</p> <p>"K" means [●].</p> <p>"K1%" means [●].</p> <p>"K2%" means [●].</p> <p>"LC" means [●].</p> <p>"LF" means [●].</p> <p>"LR<sup>(J)</sup>" means:</p> $\min(LC^{(J)}, \max(LF^{(J)}, P^{(J)}))$ <p>"M" means the number of Observation Periods.</p> <p>"Maximum Rate of Interest" means, in respect of an Interest Period:</p> <p><b><i>[If Composite Rate Cap applies:</i></b></p> <p style="padding-left: 40px;">XXX% + Composite Rate]</p> <p><b><i>[If Composite Rate Cap does not apply:</i></b></p> <p style="padding-left: 40px;">[●].]</p>
		<p>"Minimum Rate of Interest" means, in respect of an Interest Period:</p> <p><b><i>[If Composite Rate Floor applies:</i></b></p> <p style="padding-left: 40px;">XXX% + Composite Rate]</p> <p><b><i>[If Composite Rate Floor does not apply:</i></b></p> <p style="padding-left: 40px;">[●].]</p> <p>"Monitoring Date" means [●].</p> <p>"Multiplier" means [●].</p> <p>"n" means the number of Reference Items.</p>

Element	Title	
		<p>"nn" means</p> <p><b><i>[If the Notes are Interest Barrier Notes:</i></b></p> <p>the number of Relevant Monitoring Dates in respect of the relevant Interest Period in respect of which the Relevant Reference Performance is equal to or greater than the Interest Barrier Level]</p> <p><b><i>[If the Notes are Digital Range Accrual Interest Notes:</i></b></p> <p>the number of Range Observation Dates in the Range Observation Period in respect of the relevant Interest Period on which the Composite Rate is:</p> <p><i>[if Lower Barrier applies:</i></p> <p style="padding-left: 40px;"><i>[if Equal to or Greater than applies:</i></p> <p style="padding-left: 80px;">[(a)] equal to or greater than the Interest Barrier Level]</p> <p style="padding-left: 40px;"><i>[if Greater than applies:</i></p> <p style="padding-left: 80px;">[(a)] greater than the Interest Barrier Level]]]; [and][/][or]</p> <p><i>[if Upper Barrier applies:</i></p> <p style="padding-left: 40px;"><i>[if Equal to or Less than applies:</i></p> <p style="padding-left: 80px;">[(b)] equal to or less than the Interest Barrier Level]</p> <p style="padding-left: 40px;"><i>[if Less than applies:</i></p> <p style="padding-left: 80px;">[(b)] less than the Interest Barrier Level]]].</p> <p>"nth" means [●].</p> <p>"N" means</p> <p><b><i>[If Rate of Interest 1 applies:</i></b></p> <p>an integer corresponding to the number of Relevant Monitoring Dates in the period from (but excluding) the Trade Date to (and including) the Relevant Monitoring Date immediately preceding the Interest Payment Date for the relevant Interest Period]</p> <p><b><i>[If Rate of Interest 2 applies:</i></b></p> <p><i>[if the Notes are Interest Barrier Notes:</i></p>

Element	Title	
		<p>the number of Relevant Monitoring Dates in respect of the relevant Interest Period]</p> <p><i>[if the Notes are Digital Range Accrual Interest Notes:</i></p> <p>the number of Range Observation Dates in the Range Observation Period in respect of the relevant Interest Period].</p> <p><b>"Notional Amount per Warrant"</b> means [●].</p> <p><b>"Notional Amount per W&amp;C Security"</b> means [●].</p> <p><b>"Observation Date"</b> means [●] subject to adjustment.</p> <p><b>"Observation Period"</b> means [●].</p> <p><b>"Outperformance Relevant Reference Performance"</b> means:</p> <p><i>[if Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 applies:</i></p> <p>an amount equal to (a) the Specified Outperformance Relevant Reference Performance in respect of the First Outperformance Reference Item, the relevant time and the Relevant Monitoring Date minus (b) the Specified Outperformance Relevant Reference Performance in respect of the Second Outperformance Reference Item, the relevant time and the Relevant Monitoring Date]</p> <p><i>[If Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 does not apply:</i></p> <p>an amount equal to (a) the Specified Outperformance Relevant Reference Performance in respect of the First Outperformance Reference Item and the Relevant Monitoring Date minus (b) the Specified Outperformance Relevant Reference Performance in respect of the Second Outperformance Reference Item and the Relevant Monitoring Date.]</p>
		<p><b>"P%"</b> means [●].</p>
		<p><b>"Paid Interest"</b> means, in respect of an Interest Period:</p> <p><i>[If Memory Feature applies:</i></p> <p>the sum of the Interest Amount in respect of each principal amount of Securities equal to the Calculation Amount and each previous Interest Period]</p>
		<p><i>[If Memory Feature does not apply:</i></p>

Element	Title	
		<p>zero].</p> <p>"P<sub>i</sub><sup>(J)</sup>" means:</p> $(A_i^{(J)} / k_i) - 1.$ <p>"P<sub>0</sub><sup>(J)</sup>" means:</p> $\frac{1}{n} \sum_{i=1}^n P_i^{(J)}$ <p>"P<sup>(J)</sup>" means</p> <p><b>[if Ranked Performance applies:</b></p> <p>P<sub>i</sub><sup>(J)</sup> in respect of the Ranked Reference Item]</p> <p><b>[if Average Performance applies:</b></p> <p>P<sub>0</sub><sup>(J)</sup>].</p> <p>"<b>Preference Share Value<sub>final</sub></b>" means the fair market value of the Reference Item on the Final Valuation Date.</p> <p>"<b>Preference Share Value<sub>initial</sub></b>" means the fair market value of the Reference Item on the Initial Valuation Date.</p> <p>"<b>Pricing Date</b>" means [●] [subject to adjustment].</p> <p>"<b>Protection Amount</b>" means [●].</p> <p>"<b>Put Strike Event</b>" means the Relevant Reference Performance in respect of any Relevant Monitoring Date is less than the Put Strike Level.</p> <p>"<b>Put Strike Level</b>" means [●].</p> <p>"<b>R</b>" means:</p> <p><b>[if Average Return applies:</b></p> $\frac{1}{M} \sum_{J=1}^M LR^{(J)} ]$ <p><b>[if Summed Return applies:</b></p> $\sum_{J=1}^M LR^{(J)} ]$

Element	Title	
		<p><b>[if Compounded Return applies:</b></p> $\prod_{j=1}^M (1 + LR^{(j)}) - 1$ <p><b>"Range Observation Cut-Off Date"</b> means [●].</p> <p><b>"Range Observation Date"</b> means [●].</p> <p><b>"Range Observation Period"</b> means [●].</p> <p><b>"Ranked Reference Item"</b> means the Reference Item in respect of which <math>P_i^{(j)}</math> is, in the determination of the Calculation Agent, ranked as the nth number (for which purposes the largest positive <math>P_i^{(j)}</math> (or, if none, the smallest negative <math>P_i^{(j)}</math>) will be ranked as the first number), provided that if <math>P_i^{(j)}</math> is the same number with respect to two or more Reference Items the Calculation Agent shall determine the Ranked Reference Item.</p> <p><b>"Ranked Relevant Reference Performance"</b> means:</p> <p><b>[if Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 applies:</b></p> <p>the weighted average of the Single Underlying Relevant Reference Performances in respect of each Reference Item, the relevant time and the Relevant Monitoring Date, weighted by reference to the Ranked Weighting which will be allocated to such Reference Item on the basis of the ranking of the relevant Single Underlying Relevant Reference Performance]</p> <p><b>[If Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 does not apply:</b></p> <p>the weighted average of the Single Underlying Relevant Reference Performances in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Ranked Weighting which will be allocated to such Reference Item on the basis of the ranking of the relevant Single Underlying Relevant Reference Performance.]</p> <p><b>"Ranked Weighting"</b> means [specify a weighting per ranked Single Underlying Relevant Reference Performance].</p> <p><b>"Rate of Interest"</b> means, in respect of an Interest Period, [[●] per cent. [per annum]/the rate determined in accordance with [Screen Rate Determination/ISDA Rate Determination] in Condition 4, with the [Reference Banks, Reference Rate, Relevant Screen Page, Relevant Time and Interest Determination Date herein/Floating Rate Option, Designated Maturity and Reset Date herein]/Rate of Interest 1/Rate of Interest 2/Rate of Interest 3/Rate of Interest 4/Rate of Interest 5/Rate of</p>

Element	Title	
		<p>Interest 6/Rate of Interest 7/Rate of Interest 8/Rate of Interest 9].</p> <p><b>"Rate of Interest 1"</b> means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:</p> $\text{XXX}\% \times N.$ <p><b>"Rate of Interest 2"</b> means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:</p> $\text{XXX}\% \times (nn / N).$ <p><b>"Rate of Interest 3"</b> means, in respect of an Interest Period, XXX%.</p> <p><b>"Rate of Interest 4"</b> means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:</p> $P\% \times [T\% + \text{Max} (\text{Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date in respect of the relevant Interest Period} - \text{XXX}\%)].$ <p><b>"Rate of Interest 5"</b> means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:</p> $\text{Rate of Interest in respect of the previous Interest Period} + \text{XXX}\% + \text{Composite Rate}.$ <p><b>"Rate of Interest 6"</b> means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:</p> $\text{XXX}\% + \text{Composite Rate}.$ <p><b>"Rate of Interest 7"</b> means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:</p> $\text{YYY}\% \times [T\% + \text{Max} (\text{Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date in respect of the relevant Interest Period} - Z\%)] + \text{Composite Rate}.$ <p><b>"Rate of Interest 8"</b> means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:</p> $\text{YYY}\% \times [T\% \times \text{Max} (\text{Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date in respect of the relevant Interest Period} - Z\%)] + \text{Composite Rate}.$ <p><b>"Rate of Interest 9"</b> means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:</p>

Element	Title	
		<p>(a) if the Yieldseeker Bonus Performance in respect of the Relevant Monitoring Date for the Interest Period is equal to or greater than the Yieldseeker High Barrier, Bonus<sub>H</sub>;</p> <p>(b) if the Yieldseeker Bonus Performance in respect of the Relevant Monitoring Date for the Interest Period is equal to or less than the Yieldseeker Low Barrier, Bonus<sub>L</sub>; or</p> <p>(c) otherwise, the Yieldseeker Bonus Performance in respect of the Relevant Monitoring Date for the Interest Period.</p> <p><b>"Reference Banks"</b> means [●].</p> <p><b>"Reference Interest Rate"</b> means</p> <p><b><i>[if Rate of Interest 2 or Trigger Early Redemption Event 2 applies:</i></b></p>
		<p>:</p> <p>(i) in respect of a Floating Rate Option and a day which is a Reference Interest Rate Business Day, the ISDA Rate that would be determined pursuant to Condition 4 were ISDA Rate Determination applicable with the Floating Rate Option, Designated Maturity and Reset Date herein and references therein to "Rate of Interest" and "Interest Period" to "Reference Interest Rate" and "Reference Interest Rate Business Day" respectively; or</p>
		<p>(ii) in respect of a Floating Rate Option and a day which is not a Reference Interest Rate Business Day, the Reference Interest Rate in respect of the immediately preceding Reference Interest Rate Business Day</p>
		<p><i>[For [Digital Range Accrual Interest Notes]:</i></p> <p>Provided That the Reference Interest Rate in respect of each Range Observation Date in the relevant Range Observation Period falling after the Range Observation Cut-Off Date in such Range Observation Period will be the Reference Interest Rate in respect of the Range Observation Cut-Off Date].]</p>
		<p><b><i>[if Switchable Interest Trigger Event, Rate of Interest 5, Rate of Interest 6, Rate of Interest 7 or Rate of Interest 8 applies:</i></b></p> <p>, in respect of a Floating Rate Option and an Interest Period, the ISDA Rate that would be determined pursuant to Condition 4 were ISDA Rate Determination applicable with the Floating Rate Option, Designated Maturity and Reset Date herein and references therein to "Rate of Interest" to "Reference Interest</p>

Element	Title	
		Rate".]
		<p><b>"Reference Interest Rate Business Day"</b> means[:</p> <p>(a) [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 [●]]; and</p> <p>(b) [a day which is a TARGET2 Business Day].</p>
		<p><b>"Reference Interest Rate Weighting"</b> means [<i>specify per Floating Rate Option</i>].</p> <p><b>"Reference Item"</b> means [<i>specify index(ices) [and] / currency(ies) [and] / fund(s) [and] / commodity(ies) [and] / share(s) / preference share(s) / ISDA Rate</i>].</p> <p><b>"Reference Item Level"</b> means</p> <p><b>[For Notes:</b></p> <p><b>[where an Index is a Reference Item:</b></p> <p style="padding-left: 40px;">the Reference Level]</p> <p><b>[where an Equity or an ETF Fund Share is a Reference Item:</b></p> <p style="padding-left: 40px;">the Reference Price]</p> <p><b>[where a Commodity is a Reference Item:</b></p> <p style="padding-left: 40px;">the Relevant Price]</p> <p><b>[where a Currency is a Reference Item:</b></p>
		<p style="padding-left: 40px;">the Currency Price]</p> <p>[in each case] assuming for such purposes that the Securities relate to a single Reference Item.</p> <p>[<i>Include as required for each Reference Item</i>]]</p> <p><b>[For W&amp;C Securities:</b></p> <p style="padding-left: 40px;">the Settlement Price.]</p>

Element	Title	
		<p>"<b>Reference Level</b>" means the [official closing level of the Reference Item] [level of the Reference Item at the Valuation Time] on [●].</p> <p>"<b>Reference Price</b>" means the [official closing price of the Reference Item] [price of the Reference Item at the Valuation Time] on [●].</p> <p>"<b>Reference Rate</b>" means [●].</p> <p>"<b>Relevant Assets</b>" means [●].</p> <p>"<b>Relevant Initial Monitoring Date</b>" means [<i>specify relevant Monitoring Dates</i>].</p> <p>"<b>Relevant Monitoring Date</b>" means [●].</p> <p>"<b>Relevant Price</b>" means the price or level for the Reference Item on [●].</p> <p>"<b>Relevant Reference Performance</b>" means [Single Underlying Relevant Reference Performance/Basket Relevant Reference Performance/Best-of Basket Relevant Reference Performance/Outperformance Relevant Reference Performance/Ranked Relevant Reference Performance/Worst-of Basket Relevant Reference Performance].</p> <p>"<b>Relevant Screen Page</b>" means [●].</p> <p>"<b>Relevant Time</b>" means [●].</p> <p>"<b>Relevant Valuation</b>" means [Relevant Valuation 1/Relevant Valuation 2/Relevant Valuation 3/Relevant Valuation 4].</p> <p>"<b>Relevant Valuation 1</b>" means:</p> <p><b><i>[if Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 applies:</i></b></p> <p>(a) for the purposes of a Capital Barrier Event, the Reference Item Level in respect of a Reference Item, the relevant time and the Relevant Monitoring Date; and</p> <p>(b) otherwise, the Reference Item Level in respect of a Reference Item and the Relevant Monitoring Date.]</p> <p><b><i>[If Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 does not apply:</i></b></p>
		<p>the Reference Item Level in respect of a Reference Item and the Relevant Monitoring Date.]</p>

Element	Title	
		<p><b>"Relevant Valuation 2"</b> means:</p> <p><b><i>[if Capital Barrier Event 3 applies:</i></b></p> <p>(a) for the purposes of a Capital Barrier Event, the arithmetic average of the Reference Item Levels in respect of a Reference Item, the relevant time and the Monitoring Dates in respect of the Relevant Monitoring Date; and</p> <p>(b) otherwise, the arithmetic average of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.]</p> <p><b><i>[If Capital Barrier Event 3 does not apply:</i></b></p> <p>the arithmetic average of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.]</p> <p><b>"Relevant Valuation 3"</b> means:</p> <p><b><i>[if Capital Barrier Event 3 applies:</i></b></p> <p>(a) for the purposes of a Capital Barrier Event, the highest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Monitoring Dates in respect of the Relevant Monitoring Date; and</p> <p>(b) otherwise, the highest of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.]</p> <p><b><i>[If Capital Barrier Event 3 does not apply:</i></b></p> <p>the highest of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.]</p>
		<p><b>"Relevant Valuation 4"</b> means:</p> <p><b><i>[if Capital Barrier Event 3 applies:</i></b></p> <p>(a) for the purposes of a Capital Barrier Event, the lowest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Monitoring Dates in respect of the Relevant Monitoring Date; and</p> <p>(b) otherwise, the lowest of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant</p>

Element	Title	
		<p>Monitoring Date.]</p> <p><b>[If Capital Barrier Event 3 does not apply:</b></p> <p>the lowest of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.]</p>
		<p>"Reset Date" means [●].</p> <p>"S" means Single Underlying Relevant Reference Performance in respect of the Relevant Monitoring Date.</p> <p>"Second Number of Hours" means [●]</p> <p>"Second Outperformance Reference Item" means [●].</p> <p>"[Specified/Settlement] Currency" means [●].</p> <p>"Settlement Price" means</p> <p><b>[where an Index is a Reference Item:</b></p> <p style="padding-left: 40px;">the Reference Level]</p> <p><b>[where an Equity or an ETF Fund Share is a Reference Item:</b></p> <p style="padding-left: 40px;">the Reference Price]</p> <p><b>[where a Commodity is a Reference Item:</b></p> <p style="padding-left: 40px;">the Relevant Price]</p> <p><b>[where a Currency is a Reference Item:</b></p> <p style="padding-left: 40px;">the Currency Price]</p> <p><b>[for Interest Rate Linked Warrants:</b></p> <p style="padding-left: 40px;">the ISDA Rate]</p> <p>[in each case] in respect of the relevant [Relevant Monitoring Date/Monitoring Date/Averaging Date/Observation Date/Pricing Date/Valuation Date/Exercise Date].</p> <p><i>[Include as required for each Reference Item]</i></p> <p>"Single Underlying Relevant Reference Performance" means:</p>
		<p><b>[if Capital Barrier Event 3 applies:</b></p>

Element	Title	
		<p>(a) for purposes of a Capital Barrier Event:</p> <p><i>[If Final – Initial Level applies:</i></p> <p>Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date / Initial Valuation in respect of the Relevant Initial Monitoring Date]</p> <p><i>[Otherwise:</i></p> <p>Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date]; and</p> <p>(b) for other purposes:</p> <p>Relevant Valuation in respect of the Relevant Monitoring Date / Initial Valuation in respect of the Relevant Initial Monitoring Date.]</p>
		<p><b><i>[If other Capital Barrier Event or Put Strike Event applies:</i></b></p> <p><i>[If Final – Initial Level does not apply:</i></p> <p>(a) for the purposes of a [Capital Barrier Event/Put Strike Event]:</p> <p>Relevant Valuation in respect of the Relevant Monitoring Date]; and</p> <p>(b) for other purposes:</p> <p>Relevant Valuation in respect of the Relevant Monitoring Date / Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date.]</p> <p><i>[If Final – Initial applies:</i></p> <p>Relevant Valuation in respect of the Relevant Monitoring Date / Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date.]]</p> <p><b><i>[If Trigger Early Redemption Event 4 or Trigger Early Event 2 applies:</i></b></p> <p>(a) for purposes of the Trigger Early [Redemption][Cash Settlement] Amount:</p> <p>Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date - Relevant Valuation in respect of the relevant</p>

Element	Title	
		<p>time and the Relevant Monitoring Date; or</p> <p>(b) for purposes of the [Final Redemption][Cash Settlement] Amount:</p> <p>Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date – Relevant Valuation in respect of the Relevant Monitoring Date.]</p> <p><b><i>[if the Notes are Himalayan Redemption Notes or Himalayan W&amp;C Securities:</i></b></p> <p>Relevant Valuation in respect of the Relevant Monitoring Date]</p> <p><b><i>[If the Notes are not Himalayan Redemption Notes or Himalayan W&amp;C Securities and none of Capital Barrier Event, Put Strike Event, Trigger Early Redemption Event 4 or Trigger Early Event 2 applies:</i></b></p> <p>Relevant Valuation in respect of the Relevant Monitoring Date / Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date.]</p> <p><b>"Single Yieldseeker Bonus Performance"</b> means:</p> <p>(a) if the Relevant Reference Performance in respect of the relevant Reference Item and the Relevant Monitoring Date is equal to or greater than <math>Cap_i</math>, <math>BonusHigh_i</math>;</p> <p>(b) if the Relevant Reference Performance in respect of the relevant Reference Item and the Relevant Monitoring Date is equal to or less than <math>Floor_i</math>, <math>BonusLow_i</math>; or</p> <p>(c) otherwise, the Relevant Reference Performance in respect of the relevant Reference Item and the Relevant Monitoring Date.</p> <p><b>"Specified Outperformance Relevant Reference Performance"</b> means [Basket Relevant Reference Performance/Best-of Basket Relevant Reference Performance/Ranked Relevant Reference Performance/Single Underlying Relevant Reference Performance/Worst-of Basket Relevant Reference Performance].</p> <p><b>"Switch Barrier Level"</b> means [●].</p> <p><b>"Switch Interest Date"</b> means [●].</p> <p><b>"Switchable Interest Trigger Event"</b> means the Composite Rate in respect of an Interest Period is[:]</p>

Element	Title	
		<p><b>[If Upper Switch Barrier applies:</b></p> <p style="padding-left: 40px;"><i>[if Equal to or Greater than applies:</i></p> <p style="padding-left: 80px;">[(a)] equal to or greater than the Switch Barrier Level]</p> <p style="padding-left: 40px;"><i>[if Greater than applies:</i></p> <p style="padding-left: 80px;">[(a)] greater than the Switch Barrier Level]]]; or]</p> <p><b>[If Lower Switch Barrier applies:</b></p> <p style="padding-left: 40px;"><i>[if Equal to or Less than applies:</i></p> <p style="padding-left: 80px;">[(b)] equal to or less than the Switch Barrier Level]</p> <p style="padding-left: 40px;"><i>[if Less than applies:</i></p> <p style="padding-left: 80px;">[(b)] less than the Switch Barrier Level]].</p>
		<p>"t" means a Relevant Monitoring Date.</p>
		<p>"T" means the number of Relevant Monitoring Dates.</p>
		<p>"T%" means [●].</p>
		<p>"TARGET2" means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system (or any successor thereto).</p>
		<p>"TARGET2 Business Day" means a day on which TARGET2 is open.</p> <p>"Trigger Barrier Level" means [●].</p> <p>"Trigger Closing" means:</p> <p><b>[Where an Index is a Reference Item:</b></p> <p style="padding-left: 40px;"><i>[Where the Index is not a Multi-Exchange Index:</i></p> <p style="padding-left: 80px;">the actual closing time for the Exchange's regular trading session,]</p> <p style="padding-left: 40px;"><i>[Where the Index is a Multi-Exchange Index:</i></p> <p style="padding-left: 80px;">the time at which the official closing level of the Index is calculated and published by the Index Sponsor,]</p> <p><b>[Where an Equity or an ETF Fund Share is a Reference Item:</b></p>

Element	Title	
		<p>the actual closing time for the Exchange's regular trading session,]</p> <p><b>[Where a Commodity is a Reference Item:</b></p> <p>the actual closing time for the regular trading session of the market or exchange determined by the Calculation Agent to be relevant for trading in such Commodity (which, for the avoidance of doubt, may be the Exchange),]</p> <p>all as determined by the Calculation Agent in its sole and absolute discretion].</p>
		<p><b>"Trigger Early [Exercise/Redemption] Event"</b> means [Trigger Early [Redemption] Event 1/Trigger Early [Redemption] Event 2/Trigger Early Redemption Event 3/Trigger Early Redemption Event 4].</p>
		<p><b>"Trigger Early [Redemption] Event 1"</b> means the Relevant Reference Performance in respect of a Relevant Monitoring Date (the <b>"Trigger Event Date"</b>) is:</p> <p><b>[If Lower Trigger Barrier applies:</b></p> <p style="padding-left: 40px;"><i>[if Equal to or Greater than applies:</i></p> <p style="padding-left: 80px;">[(a) equal to or greater than the Trigger Barrier Level]</p> <p style="padding-left: 40px;"><i>[if Greater than applies:</i></p> <p style="padding-left: 80px;">[(a) greater than the Trigger Barrier Level]]]; [and][/][or]</p> <p><b>[If Upper Trigger Barrier applies:</b></p> <p style="padding-left: 40px;"><i>[if Equal to or Less than applies:</i></p> <p style="padding-left: 80px;">[(b) equal to or less than the Trigger Barrier Level]</p> <p style="padding-left: 40px;"><i>[if Less than applies:</i></p> <p style="padding-left: 80px;">[(b) less than the Trigger Barrier Level]].</p>
		<p><b>"Trigger Early [Redemption] Event 2"</b> means</p> <p><b>[For Notes:</b></p> <p>the Composite Rate in respect of a Relevant Monitoring Date (the <b>"Trigger Event Date"</b>) is[:]</p> <p><b>[If Upper Trigger Barrier applies:</b></p>

Element	Title	
		<p><i>[if Equal to or Greater than applies:</i></p> <p>[(a) equal to or greater than the Trigger Barrier Level]</p> <p><i>[if Greater than applies:</i></p> <p>[(a) greater than the Trigger Barrier Level]]]; or]</p> <p><b><i>[If Lower Trigger Barrier applies:</i></b></p> <p><i>[if Equal to or Less than applies:</i></p> <p>[(b) equal to or less than the Trigger Barrier Level]</p> <p><i>[if Less than applies:</i></p> <p>[(b) less than the Trigger Barrier Level]].]</p> <p><b><i>[For W&amp;C Securities:</i></b></p> <p>the Relevant Reference Performance in respect of any time and a Relevant Monitoring Date in the Trigger Event Period (the "<b>Trigger Event Date</b>") is greater than the Trigger Barrier Level.].</p>
		<p><b>"Trigger Early Redemption Event 3"</b> means the Global Interest in respect of the Interest Period in which the Relevant Monitoring Date falls (the "<b>Trigger Event Date</b>") is equal to or greater than the Trigger Barrier Level.</p> <p><b>"Trigger Early Redemption Event 4"</b> means the Relevant Reference Performance in respect of any time and a Relevant Monitoring Date in the Trigger Event Period (the "<b>Trigger Event Date</b>") is greater than the Trigger Barrier Level.</p> <p><b>"Trigger Event Period"</b> means [●].</p> <p><b>"Trigger FX Currency"</b> means [●].</p> <p><b>"Trigger FX Price Source"</b> means [●].</p> <p><b>"Trigger FX Price Source Successor"</b> means:</p> <p>(a) the successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the previous Trigger FX Price Source; or</p> <p>(b) if the sponsor has not officially designated a successor display page, other published source, service or provider (as the case may be), the successor display page, other published source, service or provider, if any, designated by the relevant</p>

Element	Title	
		<p>information vendor or provider (if different from the sponsor).</p> <p><b>"Trigger FX Valuation Time"</b> means [●].</p>
		<p><b>"Trigger Opening"</b> means:</p> <p><b><i>[Where an Index is a Reference Item:</i></b></p> <p><i>[Where the Index is not a Multi-Exchange Index:</i></p> <p>the actual opening time for the Exchange's regular trading session,]</p> <p><i>[Where the Index is a Multi-Exchange Index:</i></p> <p>the latest actual opening time for the regular trading session of all the exchanges determined by the Calculation Agent to be relevant for trading in the Component Securities,]]</p> <p><b><i>[Where an Equity or an ETF Fund Share is a Reference Item:</i></b></p> <p>the actual opening time for the Exchange's regular trading session,]</p> <p><b><i>[Where a Commodity is a Reference Item:</i></b></p> <p>the actual opening time for the regular trading session of the market or exchange determined by the Calculation Agent to be relevant for trading in such Commodity (which, for the avoidance of doubt, may be the Exchange),]</p> <p>all as determined by the Calculation Agent in its sole and absolute discretion].</p> <p><b>"Valuation Date"</b> means [●] subject to adjustment.</p> <p><b>"Valuation Time"</b> means [●].</p> <p><b>"Weighting"</b> or <b>"w"</b> means [●].</p> <p><b>"Worst-of Basket Relevant Reference Performance"</b> means:</p> <p><b><i>[if Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 applies:</i></b></p> <p>the Single Underlying Relevant Reference Performance in respect of the Worst Performer, the relevant time and the Relevant Monitoring Date]</p> <p><b><i>[If Capital Barrier Event 3, Trigger Early Redemption Event 4 or Trigger Early Event 2 does not apply:</i></b></p> <p>the Single Underlying Relevant Reference Performance in respect of the</p>

Element	Title	
		<p>Worst Performer and the Relevant Monitoring Date.]</p> <p><b>"Worst Performer"</b> means the Reference Item in respect of which the Single Underlying Relevant Reference Performance is, in the determination of the Calculation Agent, the smallest positive number, provided that if the Single Underlying Relevant Reference Performance is the same number with respect to two or more Reference Items the Calculation Agent shall determine the Worst Performer.</p> <p>"X%" means [●].</p>
		<p>"XXX%" means [●].</p> <p>"X1%" means [●].</p> <p>"X2%" means [●].</p> <p>"Y%" means [●].</p> <p>"YYY" means [●].</p> <p><b>"Yieldseeker Bonus Performance"</b> means the weighted average of the Single Yieldseeker Bonus Performance in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Weighting specified for such Reference Item in the applicable Final Terms.</p> <p><b>"Yieldseeker High Barrier"</b> means XXX%.</p> <p><b>"Yieldseeker Low Barrier"</b> means YYY%.</p> <p>"Z%" means [●].</p>
		<p><b><i>[For Reference Item linked Securities and if applicable:</i></b></p> <p><i>Other</i></p> <p>The above provisions are subject to adjustment [<i>If the Securities are index or equity linked: in certain circumstances including substitution of the Reference Item[(s)], as provided in the Conditions of the Securities to take into account events in relation to the Reference Item[(s)] or the Securities [For benchmark-linked Securities: or the occurrence of a Benchmark Event]. The occurrence of any such event(s) may lead to adjustments being made to the Securities or in some cases the Securities being terminated early at an amount as set out above.]</i>]</p> <p><b><i>[For Securities which are not Reference Item linked Securities but are benchmark-linked:</i></b></p>

Element	Title	
		<p><i>Other</i></p> <p>The above provisions are subject to adjustment as provided in the Conditions of the Securities to take into account the occurrence of a Benchmark Event. The occurrence of any such Benchmark Event may lead to adjustments being made to the Securities or in some cases the Securities being terminated early at an amount as set out above.]</p>
		<p><b>Representative of holders</b></p> <p>Not applicable, the Securities do not provide for a representative of security holders to be appointed.</p>
C.10	Derivative component in the interest payment	<p>[Not Applicable – There is [no interest payment] [no derivative component in the interest payments].]</p> <p>[Payments of interest in respect of the Securities will be determined by reference to the performance of the <i>[insert relevant underlying(s)]</i>].</p> <p>Please also refer to Element C.9.]</p>
C.11	Admission to Trading	<p>Securities issued under the Programme may be listed and admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin or such other stock exchange or market specified below, or may be issued on an unlisted basis. If the Securities are listed or admitted to trading, the Securities may be de-listed if the Issuer in good faith determines that it is impracticable or unduly burdensome to maintain such listing or admission to trading. The Issuer is not under any obligation to Holders to maintain any listing of the Securities.</p>
		<p><b><i>[Issue specific summary:</i></b></p> <p>[Application [has been][is expected to be] made by the Issuer (or on its behalf) for the Securities to be [listed on][admitted to] [the Official List of the Irish Stock Exchange plc trading as Euronext Dublin ("<b>Euronext Dublin</b>")][●] and admitted to trading on [the regulated market of Euronext Dublin][●].]</p> <p>[The Securities are not intended to be admitted to trading on any market.]]</p>
C.15	How the value of the investment is affected by the value of the	<p><b><i>[Issue specific summary [This Element C.15 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended)]:</i></b></p> <p>The [[<i>If the Notes pay interest linked to one or more underlyings:</i> Interest Amount [and the]] [Final Redemption Amount][Cash Settlement Amount][Entitlement] ([in each case,] if any) [payable][deliverable] in respect of the Securities [is/are] calculated by reference to <i>[insert</i></p>

Element	Title	
	underlying assets	<p><i>relevant underlying(s)</i>. The effect that this may have on the Securities is shown in the following table which sets out illustrative values of the amounts that may be [payable][deliverable] depending on the performance of the [insert relevant underlying(s)]:</p> <p>[insert table].</p> <p>[These Securities are derivative securities and their value may go down as well as up.]</p>
C.16	Expiration Date or Maturity Date of derivative securities	<p><b>[Issue specific summary [This Element C.16 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended)]:</b></p> <p><b>[For Notes, insert: The Maturity Date is [●], subject to adjustment.]</b>  <b>[For Warrants and Exercisable Certificates, insert: The [Exercise Date[s]] [Exercise Period] [is] [are] [●], subject to adjustment [If there is an Issuer call option: and to being brought forward at the option of the Issuer as set out above] [If Trigger Early Exercise Event applies: and to being brought forward if a Trigger Early Exercise Event occurs as set out above]. The Settlement Date will fall on or about [●] business days following the [[final] [last occurring] date for valuation (howsoever described) in respect of [insert relevant underlying(s)] [relevant exercise date].] [For Redeemable Certificates, insert: The Redemption Date is [●], subject to adjustment] [If there is an Issuer call option and/or a Holder put option: and to being brought forward [at the option of the Issuer] [and]/[or] [at the option of a Holder] as set out above] [If Trigger Early Redemption Event applies: and to being brought forward if a Trigger Early Redemption Event occurs as set out above].]</b></p>
C.17	Settlement procedure of derivative securities	<p>Securities may be cash or physically settled.</p> <p>The Securities will be settled on the applicable Settlement Date, Redemption Date or Maturity Date at the relevant amount per Security or, as may be applicable in the case of equity linked redemption notes or fund linked redemption notes, by delivery of an amount of the relevant assets per Security and in the case of Warrants or Exercisable Certificates, following due exercise.</p> <p><b>[Issue specific summary [This Element C.17 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended)]:</b></p> <p>This Series of Securities is [cash/physically] settled.]</p>
C.18	Description of how the return on	<p><b>[Issue specific summary [This Element C.18 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended)]:</b></p>

Element	Title	
	derivative securities takes place	As further described in Element C.9 above, the <i>[[If the Notes pay interest linked to one or more underlyings: Interest Amount [and the] [Final Redemption Amount][Cash Settlement Amount][Entitlement] ([in each case,] if any) [payable][deliverable] in respect of the Securities [is/are] calculated as follows:</i>  <i>[include relevant formula(e) from Element C.9 above]</i>  See also Element C.15 <i>[for interest-bearing Notes: and Element C.10] above in relation to the return on the Securities.</i>
		These Securities are derivative securities and their value may go down as well as up.
C.19	Final reference price of the Underlying	<b><i>[Issue specific summary [This Element C.19 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended)]:</i></b>
		The value of the <i>[insert relevant underlying(s)]</i> shall be determined as follows:  <i>[include valuation provisions from Element C.9 above].]</i>
C.20	Underlying	<b><i>[Issue specific summary [This Element C.20 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended)]:</i></b>  <i>[The [specify type(s) of underlying(s)] specified in Element C.15 above] [●].]</i>  <i>[Include details of where past and future performance and volatility of the relevant underlying(s) can be obtained and, where the relevant underlying(s) include one or more Indices or a Preference Share Underlying, details of where the information about the/each Index or the Preference Share Underlying can be obtained.]</i>

#### Section D - Risks

Element	Title	
D.2	Key information on the key risks	The following is a summary of the key risks relating to the Issuer:

Element	Title	
	that are specific to the Issuer	<p><b>Global uncertainty:</b> Global uncertainty remains a key risk. The U.S. administration continues to advocate policy changes related to trade, financial regulation and taxation, which add to overall global uncertainty and volatility. The Canadian economy faces additional risks from the uncertain outcome of negotiations of the North American Free Trade Agreement (NAFTA) and from the U.S. government's posture on financial regulation and tax reform. Concerns remain around the social, political and economic impacts of the changing political landscape in Europe, especially the impact of mass immigration, Brexit negotiations, and the Catalan referendum. Concerns over a possible economic slowdown in China have increased in light of mixed economic data. Global tensions have also increased due to North Korea's military activities.</p> <p><b>Canadian housing and household indebtedness:</b> The housing market is a top concern for the Canadian financial system. Housing prices remain elevated in the Greater Toronto Area and Greater Vancouver Area and affordability remains stretched. The Issuer is actively monitoring the impact of recent Government of Ontario measures implemented in an attempt to help cool the housing market. As the Bank of Canada embarks on a path of gradual rate tightening, the rising interest rate environment adds an additional level of uncertainty since elevated household indebtedness is a key risk. Increasing indebtedness could have material negative credit quality implications for the Issuer's consumer lending portfolios, including residential mortgages, credit lines, indirect lending, credit cards, automotive lending and other personal loans.</p> <p><b>Information technology and cyber risk:</b> Information Technology and Cyber risks continue to be key risks, not only for the financial services sector, but for other industries in Canada and around the globe. The volume and sophistication of cyber attacks in the industry continue to increase and could result in business interruptions, service disruptions, theft of intellectual property and confidential information, litigation and reputational damage.</p> <p><b>Regulatory changes:</b> The Issuer operates in multiple jurisdictions, and the continued expansion of the breadth and depth of regulations may lead to declining profitability and slower response to market needs. Financial reforms coming on stream in multiple jurisdictions may have material impacts on the Issuer's businesses and could affect their strategies.</p> <p><b>Credit risk:</b> Credit risk is the risk of loss associated with an obligor's potential inability or unwillingness to fulfil its contractual</p>

Element	Title	
		<p>obligations on a timely basis. Credit risk may arise directly from the risk of default of a primary obligor of the Issuer (e.g. issuer, debtor, counterparty, borrower or policyholder), or indirectly from a secondary obligor of the Issuer (e.g. guarantor or reinsurer). Credit risk includes counterparty credit risk from both trading and non-trading activities. The failure to effectively manage credit risk across all the Issuer's products, services and activities can have a direct, immediate and material impact on the Issuer's earnings and reputation.</p> <p><b>Market risk:</b> Market risk is defined to be the impact of market prices upon the financial condition of the Issuer. This includes potential gains or losses due to changes in market determined variables such as interest rates, credit spreads, equity prices, commodity prices, foreign exchange rates and implied volatilities.</p> <p><b>Liquidity and funding risk:</b> Liquidity and funding risk is the risk that the Issuer may be unable to generate sufficient cash or its equivalents in a timely and cost-effective manner to meet its commitments as they come due (including the Securities). Liquidity risk arises from mismatches in the timing and value of on-balance sheet and off-balance sheet cash flows. Core funding, comprising capital, longer-term wholesale liabilities and a diversified pool of personal and, to a lesser extent, commercial and institutional deposits, is the foundation of the Issuer's structural liquidity position. The Issuer's ability to access unsecured funding markets and to engage in certain collateralized business activities on a cost-effective basis are primarily dependent upon maintaining competitive credit ratings. Credit ratings and outlooks provided by rating agencies reflect their views and methodologies. Ratings are subject to change, based on a number of factors including, but not limited to, the Issuer's financial strength, competitive position, liquidity and other factors not completely within the Issuer's control. A lowering of the Issuer's credit ratings may have potentially adverse consequences for the Issuer's funding capacity or access to the capital markets, may affect the Issuer's ability, and the cost, to enter into normal course derivative or hedging transactions and may require the Issuer to post additional collateral under certain contracts, any of which may have an adverse effect on its results of operations and financial condition.</p>
D.3	Key information on the key risks that are	Securities may involve a high degree of risk. There are certain factors which are material for the purpose of assessing the market risks associated with investing in any issue of Securities.

Element	Title	
	specific to the Securities	The Issuer may issue Securities with principal, premium, interest, amounts deliverable or other amounts determined by reference to Reference Items.
		<p>Prospective investors should understand the risks of transactions involving Reference Item Linked Securities and should reach an investment decision only after careful consideration, with their advisers, of the suitability of such Reference Item Linked Securities in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Reference Item Linked Securities and the particular Reference Item(s) to which the value of, or payments and/or deliveries in respect of, the relevant Reference Item Linked Securities may relate, as specified in the applicable Final Terms.</p> <p>Where the applicable Final Terms specify one or more Reference Item(s), the relevant Securities will represent an investment linked to the performance of such Reference Item(s) and prospective investors should note that the return (if any) on their investment in the Securities will depend upon the performance of the relevant Reference Item(s). In addition to structural risks relating to such Securities (including Index Linked Securities, Equity Linked Securities, Currency Linked Securities, Fund Linked Securities, Preference Share Linked Notes and Commodity Linked Securities), other risks include market disruption in respect of relevant Reference Items, settlement disruption, expenses required for Physical Delivery, hedging and other potential conflicts of interest, tax treatment, binding modifications by specified majorities at meetings or in written resolutions or (other than for Swedish Notes) electronic consents, Canadian usury laws, early redemptions, possible illiquidity of the Securities, exchange rate risks, credit ratings, no obligation to maintain listing, time lag between exercise of W&amp;C Securities and determination of amounts payable, absence of a pre-determined expiration date for Open-Ended W&amp;C Securities, the market value of the Securities will be affected by the creditworthiness of the Issuer and holders of W&amp;C Securities must pay all expenses, including taxes, relating to the W&amp;C Securities (subject to the Issuer's gross up obligation in respect of Certificates that evidence deposit liabilities), the Issuer has no obligation to gross up in respect of withholding tax applicable to Warrants or Certificates that are not deposits and Securities may be subject to write-off, write-down or conversion under current and proposed Canadian resolution powers.</p> <p>The regulation and reform of "benchmarks" may adversely affect the value of and/or lead to the adjustment or early termination of</p>

Element	Title	
		<p>Securities linked to or referencing such "benchmarks".</p> <p>Securities denominated in Renminbi are subject to additional risks; Renminbi is not completely freely convertible or transferable and there are still significant restrictions on remittance of Renminbi into and out of the People's Republic of China (excluding Hong Kong, Macao Special Administrative Region of the People's Republic of China and Taiwan) (the "<b>PRC</b>") which may adversely affect the liquidity of Securities denominated in Renminbi; there is only limited availability of Renminbi outside the PRC, which may affect the liquidity of such Securities and the Issuer's ability to source Renminbi outside the PRC to service such Securities; if the Issuer is unable to source Renminbi, it may pay holders of such Securities in U.S. dollars; payments in respect of Securities denominated in Renminbi will only be made to investors in the manner specified under the relevant terms and conditions.</p> <p>If the Securities contemplate that amounts may be payable in an alternative currency in the event of certain exchange or currency related events, the value of the Securities could be affected by fluctuations in the value of the currency in which they were originally due to be payable, as compared to that alternative currency. There is a risk that the exchange rate (or the exchange rates) used to determine the alternative currency amount of any such payments may significantly change (including changes due to devaluation or revaluation of the original currency) or that authorities with jurisdiction over such currencies could cause a decrease in (1) the alternative currency equivalent yield on the Securities, (2) the alternative currency equivalent value of any other amount payable in respect of the Securities and (3) the alternative currency equivalent market value of the Securities. Therefore, there is a possibility that the alternative currency value of the Securities at the time of any sale or payment, as the case may be, of the Securities may be below the alternative currency value of the Securities on investing, depending on the exchange rate at the time of any such sale or payment, as the case may be.</p> <p>In the exercise of its resolution powers, the Canada Deposit Insurance Corporation ("<b>CDIC</b>"), Canada's resolution authority, has the power in certain circumstances to transfer a bank's insured deposit liabilities and certain assets and other liabilities to a bridge institution wholly-owned by CDIC. Upon the exercise of that power, any assets and liabilities of the bank that are not transferred to the bridge institution would remain with the bank, which would then be wound up under the <i>Winding-up and Restructuring Act</i> (Canada). In such a scenario involving the</p>

Element	Title	
		<p>Issuer, any liabilities of the Issuer, such as Securities, that are not assumed by the bridge institution could receive only partial or no payment in the ensuing winding-up of the Issuer. In the case of Bail-inable Securities, see also the following paragraph describing conversion risk.</p> <p>If the Securities are Bail-inable Securities and the Superintendent is of the opinion that the Issuer has ceased or is about to cease to be viable and viability cannot be restored or preserved by exercise of the Superintendent's powers, in certain circumstances such Bail-inable Securities may be subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Issuer or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and to variation or extinguishment in consequence, and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Securities.</p>
D.6	Risk warning	<p><b><i>This Element D.6 only to be included where the Securities are derivative securities for the purpose of Commission Regulation (EC) No. 809/2004 (as amended)</i></b></p> <p>See D3 above. In addition:</p> <ul style="list-style-type: none"> <li>• investors in Securities may lose up to the entire value of their investment in the Securities as a result of the terms of the relevant Securities where invested amounts are subject to the performance of variable reference bases such as equities, indices, fixed income reference bases and exchange traded funds;</li> <li>• the Issue Price of the Securities may be more than the market value of such Securities as at the Issue Date, and the price of the Securities in secondary market transactions;</li> <li>• if the relevant Securities include leverage, 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;</li> </ul>

Element	Title	
		<ul style="list-style-type: none"> <li>• Warrants and Exercisable Certificates may expire worthless. In addition, where "Automatic Exercise" is not specified in the applicable Final Terms, if any Warrants or Exercisable Certificates are not exercised by the investor on the applicable exercise date, an investor's investment in such Warrants or Exercisable Certificates will expire worthless; and</li> <li>• in the event of the insolvency of the Issuer or if it is otherwise unable or unwilling to make payments and/or deliveries in respect of the Securities when due, an investor may lose all or part of his investment in the Securities.</li> </ul>

## Section E – Offer

Element	Title	
E.2b	Reasons for the offer and use of proceeds	<p>The net proceeds of the issue of each tranche of Securities will be added to the general funds of the Issuer or used by the Issuer and/or its affiliates for hedging the Securities. If, in respect of any particular issues, there is a particular identified use of proceeds, this will be stated in the applicable Final Terms.</p> <p><b><i>[Issue Specific Summary</i></b></p> <p>The net proceeds from the issue of Securities will be [added to the general funds of the Issuer] [./and] [used by the Issuer and/or its affiliates for hedging the Securities] [and] [<i>specify other</i>].]</p>
E.3	Terms and conditions of the offer	<p>Under the Programme and if so specified in the applicable Final Terms, the Securities may be offered to the public in a Non-exempt Offer in Finland, France, Ireland, Luxembourg, Sweden and the United Kingdom.</p> <p>The terms and conditions of each offer of Securities will be determined by agreement between the Issuer and the relevant Dealer(s) at the time of issue and specified in the applicable Final Terms. 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 other conditions of the offer in place between such Authorised Offeror and such Investor including arrangements in relation to price, allocations, expenses and settlement arrangements.</p>
		<p><b><i>[Issue specific summary:</i></b></p> <p>[Not applicable – the Securities are not being offered to the public as part of a Non-exempt Offer.]</p> <p>[This issue of Securities is being offered in a Non-exempt Offer in [<i>specify particular country/ies</i>].</p> <p>The issue price of the Securities is [[●] per cent. of their principal amount] [[●]].]</p> <p>[<i>Summarise the terms of any Non-exempt Offer as set out in Part B of the Final Terms in respect of the Securities</i>]</p>
E.4	Interest of natural and legal persons	<p>The relevant Dealer(s) may be paid fees in relation to any issue of Securities under the Programme. Any such Dealer and its affiliates may also have engaged, and may in the future engage,</p>

Element	Title	
	involved in the issue/offer	<p>in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business.</p> <p><b><i>[Issue specific summary:</i></b></p> <p>The [Dealer[s]/Managers] will be paid aggregate commissions equal to [●] per cent. of the [nominal amount][issue prices] of the [Securities]. Any [Dealer/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 its affiliates in the ordinary course of business.</p>
		<p>[Other than as mentioned above and save [for any fees payable to the [Manager[s]/Dealer[s]] [and any Authorised Offeror[s]] [and [●]],so far as the Issuer is aware, no person involved in the offer of the Securities has an] interest material to the offer.]]</p>
E.7	Estimated expenses charged to the investor by the Issuer	<p>It is not anticipated that the Issuer will charge any expenses to investors in connection with any issue of Securities under the Programme.</p> <p><b><i>[Issue specific summary:</i></b></p> <p>[No expenses are being charged to an investor by the Issuer. [specify other]]</p>

## RISK FACTORS

*The Issuer believes that the Risk Factors set out in the Registration Document incorporated by reference herein are material for the purpose of assessing risks associated with the Issuer. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring or the likelihood or extent to which any such contingencies may affect the ability of the Issuer to pay interest, principal or other amounts on or in connection with any Securities or deliver the specified assets in connection with physical delivery Securities. In addition, factors, although not exhaustive, which could be material for the purpose of assessing the market risk associated with Securities issued under the Programme are also described below. Except as required by law, the Issuer does not undertake to update any forward-looking statement, whether written or oral, that may be made from time to time by the Issuer or on the Issuer's behalf.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Securities issued under the Programme, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Securities or deliver the specified assets in connection with physical delivery Securities may occur for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Securities are exhaustive. The Pricing Supplement in respect of an issue of Exempt Securities may contain additional Risk Factors in respect of such Securities.*

*Prospective investors should note that the risks relating to the Issuer and its industry and the Securities summarised in the section of this Base Prospectus headed "Summary" are the risks that the Issuer believes to be the most essential to an assessment by a prospective investor of whether to consider an investment in the Securities. However, as the risks which the Issuer faces relate to events and depend on circumstances that may or may not occur in the future, prospective investors should consider not only the information on the key risks summarised in the section of this document headed "Summary" but also, among other things, the risks and uncertainties described below.*

*Prospective investors should also read the detailed information set out elsewhere in this document (including information incorporated by reference) and any applicable Final Terms to reach their own views prior to making any investment decisions. Any reference in this section to "Final Terms" shall be deemed to include a reference to "Pricing Supplement", where relevant.*

### **Contents of the Risk Factors**

- 1. Factors which are material for the purpose of assessing the risks associated with the Issuer**
- 2. Factors that are material for the purpose of assessing the market risks associated with Securities issued under the Programme**
- 3. Risks related to the structure of a particular issue of Securities**

3.1	<b>Risks relating to Notes generally</b>
3.2	<b>Risks relating to W&amp;C Securities generally</b>
3.3	<b>Risks relating to Bail-inable Securities</b>
3.4	<b>UK resolution risks applicable to the Securities</b>
3.5	<b>Benchmark reforms and discontinuation</b>
3.6	<b>Risks relating to Reference Item Linked Securities generally</b>
3.7	<b>Risks relating to Specific Reference Item Linked Securities</b>
3.8	<b>Risks relating to Securities denominated in Renminbi</b>
3.9	<b>Risks related to payment on the Securities in an Alternative Currency</b>
4.	<b>Risks related to the Securities generally</b>
5.	<b>Risks related to the market generally</b>

**1. Factors which are material for the purpose of assessing the risks associated with the Issuer.**

Prospective investors should consider the section entitled “Risk Factors” at pages 1 to 13 in the Registration Document as referred to in, and incorporated by reference into, this Base Prospectus as set out in “Documents Incorporated by Reference” on page 125 of this Base Prospectus.

**2. Factors that are material for the purpose of assessing the market risks associated with Securities issued under the Programme**

*The Securities may not be a suitable investment for all investors*

Each of the risks highlighted below could adversely affect the trading price of any Securities or the rights of Holders under any Securities and, as a result, investors could lose some or all of their investment. The Issuer believes that the factors described below represent the principal risks inherent in investing in Securities issued under the Programme, but the Issuer may be unable to pay or deliver amounts or specified assets on or in connection with any Securities for other reasons and the Issuer does not represent that the statements below regarding the risks of holding any Securities are exhaustive.

*No interest or additional amounts may be payable under the Securities*

Prospective investors should note that the terms and conditions of the Securities may provide that no interest or additional amounts may be paid on the Securities on or prior to their redemption or settlement date. An investor in such Securities, in the context of its own financial position, must be capable of holding such Securities to maturity with no income stream in the form of interest or additional amounts payable.

As there may be no periodic payment of interest or additional amounts to the Holders, any increase in the value of the underlying, as the case may be, will not be crystallised until the Securities are redeemed or settled (as applicable), and the Securities may fall in value at any time prior to redemption or settlement (as applicable).

### 3. Risks related to the structure of a particular issue of Securities

A wide range of Securities may be issued under the Programme. A number of these Securities may have features which contain particular risks for potential investors, the most common of which are set out below, distinguishing between factors which may occur in relation to any Securities and those which might occur in relation to certain types of Exempt Securities:

#### 3.1 *Risks relating to Notes generally*

##### ***Partly Paid Notes***

In the case of Exempt Notes only, the Issuer may issue Notes where the issue price is payable in more than one instalment. Any failure by an investor to pay any subsequent instalment of the Issue Price in respect of his Notes when so required could result in such investor losing all of its investment.

##### ***Notes subject to optional or mandatory early redemption by the Issuer***

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

If the Notes are redeemable early at the Issuer's option or otherwise subject to mandatory redemption, the Issuer may be expected to (in the case of optional redemption) or must (in the case of mandatory redemption) redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Certain Notes may be redeemed early at their then market value less associated costs, in each case according to the Note Conditions. The market value of such Notes upon early redemption may be substantially less than par or even zero.

##### ***Fixed Rate Notes bear interest at a fixed rate, which may affect the secondary market value and/or the real value of the Notes over time due to fluctuations in market interest rates and the effects of inflation***

Fixed Rate Notes bear interest at a fixed rate. Investors should note that (i) if market interest rates start to rise then the income to be paid on the Notes might become less attractive and the price the investors get if they sell such Notes could fall (however, the market price of the Notes has no effect on the interest amounts due on the Notes or what investors will be due to be repaid on the Maturity Date if the Notes are held by the investor issued until they expire) and (ii) inflation will reduce the real value of the Notes over time which may affect what investors can buy with the investments in the future and which may make the fixed interest rate on the Notes less attractive in the future.

### ***Notes with a rate of interest which may change***

If the interest rate on the Notes can convert from one interest rate basis to another during the life of the Notes, including where such conversion is at the option of the Issuer, such a feature and any such conversion may affect the secondary market in, and the market value of, the Notes concerned, as the change of interest basis may result in a lower interest return for Holders.

If the Issuer has the ability to convert the interest rate the Issuer will be expected to convert the rate when it is likely to result in a lower overall cost of borrowing for the Issuer. Where the Notes convert from a fixed rate to a floating rate, the spread on the Notes may be less favourable than then prevailing spreads on comparable floating rate Notes tied to the same reference rate(s). In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on the Issuer's Notes and could affect the market value of an investment in the relevant Notes.

### ***Securities issued at a substantial discount or premium may experience price volatility in response to changes in interest rates***

The issue price of Securities specified in the applicable Final Terms may be more than the market value of such Securities as of the issue date, and the price, if any, at which a Dealer or any other person willing to purchase the Securities in secondary market transactions may be lower than the issue price. In particular, the issue price may take into account amounts with respect to commissions relating to the hedging of the Issuer's obligations under such Securities, and secondary market prices are likely to exclude such amounts. In addition, pricing models of market participants may differ or produce a different result.

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

### ***Notes in New Global Notes form may not generally satisfy Eurosystem eligibility criteria***

The New Global Note form has been introduced to allow for the possibility of Notes being issued and held in a manner which will permit them to be recognised as eligible collateral for monetary policy of the central banking system for the euro (the “**Eurosystem**”) and intra-day credit operations by the Eurosystem either upon issue or at any or all items during their life. However in any particular case such recognition will depend upon satisfaction of the Eurosystem eligibility criteria at the relevant time. Investors who wish to use interests in New Global Notes as eligible collateral with the Eurosystem should make their own assessment as to whether the Notes meet such Eurosystem eligibility criteria.

### ***Holding CREST Depository Interests***

CDI Holders will hold or have an interest in a separate legal instrument and not be the legal owners of the Underlying Securities. Such CDIs will be issued to CDI Holders pursuant to the CREST Deed Poll that will bind such CDI Holders. Fees, charges, costs and expenses may be incurred in connection with the use of the CREST International Settlement Links Service (the “**CREST International Settlement Links Service**”).

Potential investors should note that none of the Issuer, the Issuing and Paying Agent nor any Paying Agent will have any responsibility for the performance by any intermediaries or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

### 3.2 Risks relating to W&C Securities generally

#### **Certain Factors Affecting the Value and Trading Price of W&C Securities**

Either (1) the Cash Settlement Amount (in the case of Cash Settled W&C Securities) or (2) the value of the specified assets less (in the case of Warrants) the Exercise Price (in the case of Physical Delivery W&C Securities) (the “**Physical Settlement Value**”) at any time prior to expiration (in the case of an Exercisable Certificate or Warrant) or redemption (in the case of a Redeemable Certificate) is typically expected to be less than the trading price of such W&C Securities at that time. The difference between the trading price and the Cash Settlement Amount or the Physical Settlement Value, as the case may be, will reflect, among other things, the “time value” of the W&C Securities. The “time value” of the W&C Securities will depend partly upon the length of the period remaining to expiration (in the case of an Exercisable Certificate or Warrant) or redemption (in the case of a Redeemable Certificate) and expectations concerning the price or level of the Reference Item(s). W&C Securities offer hedging and investment diversification opportunities but also pose some additional risks with regard to interim value. The interim value of the W&C Securities varies with the price or level of the Reference Item(s), as well as by a number of other interrelated factors, including those specified herein.

Before exercising (in the case of Exercisable Certificates or Warrants) or selling W&C Securities, Holders should carefully consider, among other things, (i) the trading price of the W&C Securities, (ii) the price or level and volatility of the Reference Item(s), (iii) the time remaining to expiration or automatic exercise (in the case of an Exercisable Certificate or Warrant) or redemption (in the case of a Redeemable Certificate), (iv) in the case of Cash Settled W&C Securities, the probable range of Cash Settlement Amounts, (v) any change(s) in interim interest rates and dividend yields if applicable, (vi) any change(s) in currency exchange rates and (vii) any related transaction costs.

An optional call or Trigger Early Exercise or redemption feature in W&C Securities is likely to limit their market value. In the case of an optional call feature, during any period when the Issuer may elect to call W&C Securities, the market value of those W&C Securities generally will not rise substantially above the price at which they can be exercised or redeemed. This also may be true prior to any call period. In the case of a mandatory exercise or redemption feature, if the relevant Trigger Early Exercise Event or Trigger Early Redemption Event (as applicable) occurs the W&C Securities will be exercised or redeemed prior to their originally designated redemption or expiry date. Potential investors should be aware that in certain circumstances, an optional call or Trigger Early Exercise or redemption of the W&C Securities by the Issuer may result in a loss of all or a substantial portion of their investment.

#### **Expenses and Taxes**

Subject to the Issuer’s obligation to pay extra amounts in respect of Redeemable Certificates and Exercisable Certificates that evidence deposit liabilities under the *Bank Act* (Canada) (in the case of Exercisable Certificates, the applicable Final Terms will indicate if they evidence deposit liabilities) only as provided for and referred to in Condition 12.03 of the W&C Security Conditions, a Holder of a W&C Security must pay all Expenses relating to the W&C Securities. As used in the W&C Security Conditions, “**Expenses**” means all taxes, duties and/or expenses, including any applicable depository charges, transaction, exercise or redemption charges, trading costs, stamp duty, stamp duty reserve tax, issue, registration,

securities transfer and/or taxes or duties arising in connection with the exercise or redemption, as the case may be, of the W&C Securities and/or, where applicable, the delivery or transfer of any specified assets as more fully set out in Condition 12 of the W&C Security Conditions.

Subject to the Issuer's obligation to pay extra amounts in respect of Redeemable Certificates and Exercisable Certificates that evidence deposit liabilities under the *Bank Act* (Canada) (in the case of Exercisable Certificates, the applicable Final Terms will indicate if they evidence deposit liabilities) only as provided for and referred to in Condition 12.03 of the W&C Security Conditions, the Issuer will not otherwise be liable for, or obliged to pay, any tax, duty or other payment which may arise as a result of the ownership, transfer, exercise (in the case of the Exercisable Certificates or Warrants), redemption (in the case of Redeemable Certificates) or enforcement of any W&C Security by any person and all payments and/or deliveries made by the Issuer will be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

### **Risks relating to Exercisable Certificates and Warrants**

*There will be a time lag between the time a Holder gives instructions to exercise and the time the applicable Cash Settlement Amount relating to such exercise is determined, and such time lag could decrease the Cash Settlement Amount*

In the case of any exercise of Exercisable Certificates or 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 Exercisable Certificates and 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 W&C Security Conditions. However, such delay could be significantly longer, particularly in the case of a delay in exercise of Exercisable Certificates or Warrants arising from any daily maximum exercise limitation (in the case of American Style W&C Securities), the occurrence of a market disruption event or failure to open of an exchange or related 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 Linked W&C 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 Exercisable Certificates or Warrants being exercised and may result in such Cash Settlement Amount being zero.

*Holders may have to tender a specified number of Exercisable Certificates or Warrants at any one time in order to exercise*

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

*The number of American Style W&C Securities exercisable on any date other than the Expiration Date may be subject to a maximum*

In the case of American Style W&C Securities, if so indicated in the applicable Final Terms, the Issuer will have the option to limit the number of American Style W&C Securities exercisable on any date (other than the Expiration Date) to the maximum number specified in the applicable Final Terms and, in conjunction with such limitation, to limit the number of American Style W&C Securities 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 American Style W&C Securities being exercised on any date (other than the Expiration Date) exceeds such maximum number and the Issuer elects to limit the number of American Style W&C Securities exercisable on such date, a Holder may not be able to exercise on such date all American Style W&C Securities that such Holder desires to exercise. In any such case, the number of American Style W&C Securities to be exercised on such date will be reduced until the total number of American Style W&C Securities exercised on such date no longer exceeds such maximum, such American Style W&C Securities to be exercised being selected at the discretion of the Issuer or, in the case of W&C Securities which are Exempt Securities ("**Exempt W&C Securities**"), in any other manner specified in the applicable Pricing Supplement. The American Style W&C Securities tendered for exercise but not exercised on such date will be automatically exercised on the next date on which American Style W&C Securities may be exercised, subject to the same daily maximum limitation and delayed exercise provisions, unless otherwise specified in the applicable Pricing Supplement in the case of Exempt W&C Securities.

*Exercise Notices*

In order to receive payment of any amount or delivery of any specified assets due under (i) an Exercisable Certificate or Warrant that is not automatically exercised, (ii) an automatically exercised Cash Settled W&C Security where Delivery of Exercise Notice is specified as applicable in the applicable Final Terms, or (iii) an automatically exercised Physical Delivery W&C Security, the relevant Holder will be required to deliver or send to the relevant clearing system, in a manner acceptable to such clearing system, a duly completed Exercise Notice, with a copy to the Issuer and the Issuing and Paying Agent in accordance with the W&C Security Conditions.

If, in the case of Exercisable Certificates or Warrants other than ones subject to "**Automatic Exercise**", a Holder does not submit a valid Exercise Notice before the Expiration Date of the W&C Securities, such Exercisable Certificates or Warrants, as applicable, will become void.

In the case of Exercisable Certificates or Warrants subject to Automatic Exercise (i) in the case of Cash Settled W&C Securities where Delivery of Exercise Notice is specified as applicable in the applicable Final Terms, or (ii) in the case of Physical Delivery W&C Securities, if an Exercise Notice is not submitted within 180 days after the Expiration Date or Actual Exercise Date (as applicable), the Issuer's obligations in respect of the Securities shall be discharged.

*No Gross-up for certain W&C Securities*

The Issuer has no obligation to pay any holder of Warrants and Exercisable Certificates that do not evidence deposit liabilities under the *Bank Act* (Canada) (in the case of the Exercisable Certificates, the applicable Final Terms will indicate if they evidence deposit liabilities) any extra amounts in the event there is any withholding or deduction for taxes as set out in Condition 12.03 of the W&C Conditions.

### *Open-Ended W&C Securities*

Open-Ended W&C Securities do not have any pre-determined cancellation date or expiration date and may be cancelled on any date determined by the Issuer, in its sole and absolute discretion, subject to compliance with the W&C Security Conditions. Investment in Open-Ended W&C Securities will entail additional risks compared with other W&C Securities, due to the fact that the cancellation date or expiration date for such Open-Ended W&C Securities cannot be determined by the investors.

### *Warrants which are Dual Warrants*

Warrants may be issued which may be purchased and held together with another series of Warrants as a unit and, when so purchased and held, for listing and trading purposes, comprise a Dual Warrant.

### **3.3** *Risks relating to Bail-inable Securities*

*Bail-inable Securities will be subject to risks, including non-payment in full or conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Issuer or any of its affiliates, under Canadian bank resolution powers.*

Securities that are Bail-inable Securities (as defined below) are subject to conversion in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Issuer or any of its affiliates under subsection 39.2(2.3) of the *Canada Deposit Insurance Corporation Act* (Canada) (the “**CDIC Act**”) and to variation or extinguishment in consequence, and subject to the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Securities.

Certain provisions of and regulations under the *Bank Act* (Canada) (the “**Bank Act**”), the CDIC Act and certain other Canadian federal statutes pertaining to banks (collectively, the “**Bail-in Regime**”), provide for a bank recapitalization regime for banks designated by the Superintendent of Financial Institutions (Canada) (the “**Superintendent**”) as domestic systemically important banks (“**D-SIBs**”), which include the Issuer.

The expressed objectives of the Bail-in Regime include reducing government and taxpayer exposure in the unlikely event of a failure of a D-SIB, reducing the likelihood of such a failure by increasing market discipline and reinforcing that bank shareholders and creditors are responsible for the D-SIBs’ risks and not taxpayers, and preserving financial stability by empowering the Canada Deposit Insurance Corporation (“**CDIC**”), Canada’s resolution authority, to quickly restore a failed D-SIB to viability and allow it to remain open and operating, even where the D-SIB has experienced severe losses.

Under the CDIC Act, in circumstances where the Superintendent is of the opinion that the Issuer has ceased, or is about to cease, to be viable and viability cannot be restored or preserved by exercise of the Superintendent’s powers under the Bank Act, the Superintendent, after providing the Issuer with a reasonable opportunity to make representations, is required to provide a report to CDIC. Following receipt of the Superintendent’s report, CDIC may request the Minister of Finance for Canada (the “**Minister of Finance**”) to recommend that the Governor in Council (Canada) make an Order (as defined below) and, if the Minister of Finance is of the opinion that it is in the public interest to do so, the Minister of Finance may recommend that the Governor in Council (Canada) make, and on such recommendation, the Governor in Council (Canada) may make, one or more

Orders including a Conversion Order (see *“Risks related to the Securities generally – Canadian bank resolution powers confer substantial powers on Canadian authorities designed to enable them to take a range of actions in relation to the Issuer where a determination is made that the Issuer has ceased, or is about to cease, to be viable and such viability cannot be restored or preserved, which if taken could result in holders or beneficial owners of Securities being exposed to losses”*).

Upon the making of a Conversion Order, prescribed shares and liabilities under the Bail-in Regime that are subject to that Conversion Order will, to the extent converted, be converted into common shares of the Issuer or any of its affiliates, as determined by CDIC (a **“Bail-in Conversion”**). Subject to certain exceptions discussed below, the Bail-in Regime provides that senior debt issued on or after September 23, 2018, with an initial or amended term to maturity, (including explicit or embedded options) greater than 400 days, that is unsecured or partially secured and that has been assigned a CUSIP or ISIN or similar identification number are subject to a Bail-in Conversion. Shares, other than common shares, and subordinated debt of the Issuer will also be subject to a Bail-in Conversion, unless they are non-viability contingent capital. All Securities that are subject to Bail-in Conversion will be identified as Bail-inable Securities in the applicable Final Terms (**“Bail-inable Securities”**). While no definitive guidance has been provided on the interpretation of terms such as maturity, principal and interest as used in the Bail-in Regime and TLAC Guideline (as defined below), and so no certainty can be provided in this regard, it is expected that such terms when applied to W&C Securities, include redemption, cancellation, exercise or expiration in the case of maturity, and Additional Amounts and Cash Settlement Amounts in the case of interest and principal, respectively.

Covered bonds, derivatives and certain structured notes (as such term is used under the Bail-in Regime) are expressly excluded from a Bail-in Conversion. To the extent that any Securities constitute structured notes (as such term is used under the Bail-in Regime) they will not be Bail-inable Securities and will not be identified as Bail-inable Securities in the applicable Final Terms. As a result, claims of some creditors whose claims would otherwise rank equally with those of the holders of Bail-inable Securities would be excluded from a Bail-in Conversion and thus the holders and beneficial owners of Bail-inable Securities will have to absorb losses ahead of these other creditors as a result of the Bail-in Conversion.

If the CDIC were to take action under the Canadian bank resolution powers with respect to the Issuer, this could result in holders or beneficial owners of Bail-inable Securities being exposed to conversion of the Bail-inable Securities in whole or in part. Upon a Bail-in Conversion, the holders of Bail-inable Securities that are converted will be obligated to accept the common shares of the Issuer or any of its affiliates into which such Bail-inable Securities, or any portion thereof, are converted even if such holders do not at the time consider such common shares to be an appropriate investment for them, and despite any change in the Issuer or any of its affiliates, or the fact that such common shares are issued by an affiliate of the Issuer or any disruption to or lack of a market for such common shares or disruption to capital markets generally. The terms and conditions of the Bail-in Conversion will be determined by CDIC in accordance with and subject to certain requirements discussed below (see *“The number of common shares to be issued in connection with, and the number of common shares that will be outstanding following, a Bail-in Conversion are unknown. It is also unknown whether the shares to be issued will be those of the Issuer or one of its affiliates”* below). See also *“Investors in Bearer Notes who hold less than the minimum Specified Denomination (including after a partial Bail-in Conversion) may be unable to sell their Bearer Notes and may be adversely affected if definitive Bearer Notes are subsequently required to be issued”* below for a risk of partial conversions.

As a result, holders of Bail-inable Securities should consider the risk that they may lose all of their investment, plus any accrued interest or additional amounts, if CDIC were to take action under the Canadian bank resolution powers, including the Bail-in Regime, and that any remaining outstanding Securities, or common shares of the Issuer or any of its affiliates into which Bail-inable Securities are converted, may be of little value at the time of a Bail-in Conversion and thereafter.

*Bail-inable Securities will provide only limited acceleration and enforcement rights for the Bail-inable Securities and will include other provisions intended to qualify such Securities as TLAC*

In connection with the Bail-in Regime, the Office of the Superintendent of Financial Institutions' guideline (the "**TLAC Guideline**") on Total Loss Absorbing Capacity ("**TLAC**") applies to and establishes standards for D-SIBs, including the Issuer. Under the TLAC Guideline, beginning November 1, 2021, the Issuer is required to maintain a minimum capacity to absorb losses composed of unsecured external long-term debt that meets the prescribed criteria or regulatory capital instruments to support recapitalization in the event of a failure. Bail-inable Securities and regulatory capital instruments that meet the prescribed criteria will constitute TLAC of the Issuer.

In order to comply with the TLAC Guideline, Bail-inable Securities must provide for terms and conditions necessary to meet the prescribed criteria and qualify at their issuance as TLAC instruments of the Issuer under the TLAC Guideline. Those criteria include the following:

- the Issuer cannot directly or indirectly have provided financing to any person for the express purpose of investing in the Bail-inable Securities;
- the Bail-inable Securities are not subject to set-off or netting rights;
- the Bail-inable Securities must not provide rights to accelerate repayment of principal or interest payments outside of bankruptcy, insolvency, wind-up or liquidation, except that events of default relating to the non-payment of scheduled principal and/or interest payments will be permitted where they are subject to a cure period of no less than 30 business days and clearly disclose to investors that: (i) acceleration is only permitted where an Order has not been made in respect of the Issuer; and (ii) notwithstanding any acceleration, the instrument could still be subject to a Bail-in Conversion prior to its repayment;
- the Bail-inable Securities may be redeemed or purchased for cancellation (as applicable) only at the initiative of the Issuer and, where the redemption or purchase would lead to a breach of the Bank's TLAC requirements, that redemption or purchase would be subject to the prior approval of the Superintendent;
- the Bail-inable Securities do not have credit-sensitive dividend or coupon features that are reset periodically based in whole or in part on the Issuer's credit standing; and
- where an amendment or variance of the Bail-inable Securities' terms and conditions would affect their recognition as TLAC, that amendment or variance will only be permitted with the prior approval of the Superintendent.

As a result, the terms of the Bail-inable Securities provide that acceleration will only be permitted (i) if the Issuer defaults in the payment of the principal or cash settlement amounts, or interest or additional amounts for a period of more than 30 business days, or (ii) certain bankruptcy, insolvency or reorganization events occur. Holders and beneficial owners of bail-inable Securities may only exercise, or direct the exercise of, such rights in respect of Bail-inable Securities where an Order has not been made under Canadian bank resolution powers pursuant to subsection 39.13(1) of the CDIC Act in respect of the Issuer. Notwithstanding the exercise of those rights, Bail-inable Securities could still be subject to Bail-in Conversion until paid in full.

The terms of the Bail-inable Securities also provide that holders or beneficial owners of Bail-inable Securities will not be entitled to exercise, or direct the exercise of, any set-off or netting rights with respect to Bail-inable Securities. In addition, where an amendment, modification or other variance that can be made to the Bail-inable Securities would affect the recognition of the Bail-inable Securities by the Superintendent as TLAC, that amendment, modification or variance will require the prior approval of the Superintendent.

*The circumstances surrounding a Bail-in Conversion are unpredictable and can be expected to have an adverse effect on the market price of Bail-inable Securities*

The decision as to whether the Issuer has ceased, or is about to cease, to be viable is a subjective determination by the Superintendent that is outside the control of the Issuer. Upon a Bail-in Conversion, the interests of depositors and holders of liabilities and securities of the Issuer that are not converted will effectively all rank in priority to the portion of Bail-inable Securities that are converted. In addition, except as provided for under the compensation process, the rights of holders in respect of the Bail-inable Securities that have been converted will rank on parity with other holders of common shares of the Issuer (or, as applicable, common shares of the affiliate whose common shares are issued on the Bail-in Conversion).

There is no limitation on the type of Order that may be made where it has been determined that the Issuer has ceased, or is about to cease, to be viable. As a result, holders of Bail-inable Securities may be exposed to losses through the use of Canadian bank resolution powers other than a Conversion Order or in liquidation.

Because of the uncertainty regarding when and whether an Order will be made and the type of Order that may be made, it will be difficult to predict when, if at all, Bail-inable Securities could be converted into common shares of the Issuer or any of its affiliates, and there is not likely to be any advance notice of an Order. As a result of this uncertainty, trading behaviour in respect of the Bail-inable Securities may not follow trading behaviour associated with convertible or exchangeable securities or, in circumstances where the Issuer is trending towards ceasing to be viable, other senior debt. Any indication, whether real or perceived, that the Issuer is trending towards ceasing to be viable can be expected to have an adverse effect on the market price of the Bail-inable Securities. Therefore, in those circumstances, holders of Bail-inable Securities may not be able to sell their Bail-inable Securities easily or at prices comparable to those of senior debt securities not subject to Bail-in Conversion.

*The number of common shares to be issued in connection with, and the number of common shares that will be outstanding following, a Bail-in Conversion are unknown. It is also unknown whether the shares to be issued will be those of the Issuer or one of its affiliates*

Under the Bail-in Regime there is no fixed and pre-determined contractual conversion ratio for the conversion of the Bail-inable Securities, or other shares or liabilities of the Issuer that are subject to a Bail-in Conversion, into common shares of the Issuer or any of its affiliates, nor

are there specific requirements regarding whether liabilities subject to a Bail-in Conversion are converted into common shares of the Issuer or any of its affiliates. CDIC determines the timing of the Bail-in Conversion, the portion of bail-inable shares and liabilities to be converted and the terms and conditions of the conversion, subject to parameters set out in the Bail-in Regime. Those parameters, include that:

- in carrying out a Bail-in Conversion, CDIC must take into consideration the requirement in the Bank Act for banks to maintain adequate capital;
- CDIC must use its best efforts to ensure that shares and liabilities subject to a Bail-in Conversion are only converted after all subordinate ranking shares and liabilities that are subject to a Bail-in Conversion and any subordinate non-viability contingent capital instruments have been previously converted or are converted at the same time;
- CDIC must use its best efforts to ensure that the converted part of the liquidation entitlement of a share subject to a Bail-in Conversion, or the converted part of the principal amount and accrued and unpaid interest of a liability subject to a Bail-in Conversion, is converted on a *pro rata* basis for all shares or liabilities subject to a Bail-in Conversion of equal rank that are converted during the same restructuring period;
- holders of shares and liabilities that are subject to a Bail-in Conversion must receive a greater number of common shares per dollar of the converted part of the liquidation entitlement of their shares, or the converted part of the principal amount and accrued and unpaid interest of their liabilities, than holders of any subordinate shares or liabilities subject to a Bail-in Conversion that are converted during the same restructuring period or of any subordinate non-viability contingent capital that is converted during the same restructuring period;
- holders of shares or liabilities subject to a Bail-in Conversion of equal rank that are converted during the same restructuring period must receive the same number of common shares per dollar of the converted part of the liquidation entitlement of their shares or the converted part including of the principal amount and accrued and unpaid interest of their liabilities; and
- holders of shares or liabilities subject to a Bail-in Conversion must receive, if any non-viability contingent capital of equal rank to the shares or liabilities is converted during the same restructuring period, a number of common shares per dollar of the converted part of the liquidation entitlement of their shares, or the converted part of the principal amount and accrued and unpaid interest of their liabilities, that is equal to the largest number of common shares received by any holder of the non-viability contingent capital per dollar of that capital.

As a result, it is not possible to anticipate the potential number of common shares of the Issuer or its affiliates that would be issued in respect of any Bail-inable Securities converted on a Bail-in Conversion, the aggregate number of such common shares that will be outstanding following the Bail-in Conversion, the effect of dilution on the common shares received in respect of any Bail-inable Securities converted on a Bail-in Conversion from other issuances of common shares of the same issuer under or in connection with an Order or related actions in respect of the Issuer or its affiliates or the value of any common shares

received by holders of converted Bail-inable Securities, which could be significantly less than the amount which may otherwise have been due under the converted Bail-inable Securities. It is also not possible to anticipate whether shares of the Issuer or shares of its affiliates would be issued in a Bail-in Conversion. There may be an illiquid market, or no market at all, in the common shares issued upon a Bail-in Conversion and such holders may not be able to sell those common shares at a price equal to the value of the converted Bail-inable Securities and as a result may suffer significant losses that may not be offset by compensation, if any, received as part of the compensation process. Fluctuations in exchange rates may exacerbate such losses.

*By acquiring Bail-inable Securities, each Holder or beneficial owner of those Bail-inable Securities is deemed to agree to be bound by a Bail-in Conversion and so will have no further rights in respect of Bail-inable Securities other than those provided under the Bail-in Regime. Any potential compensation to be provided through the compensation process under the CDIC Act is unknown*

The CDIC Act provides for a compensation process for holders of Bail-inable Securities who immediately prior to the making of an Order, directly or through an intermediary, own Bail-inable Securities that are converted in a Bail-in Conversion. While this process applies to successors of such holders it does not apply to assignees or transferees of the holder following the making of the Order and does not apply if the amounts owing under the relevant Bail-inable Securities are paid in full.

Under the compensation process, the compensation to which such holders are entitled is the difference, to the extent it is positive, between the estimated liquidation value and the estimated resolution value of the relevant Bail-inable Securities. The liquidation value is the estimated value the Bail-inable Securities holders would have received if an order under the *Winding-up and Restructuring Act (Canada)* had been made in respect of the Issuer, as if no Order had been made and without taking into consideration any assistance, financial or otherwise, that is or may be provided to the Issuer, directly or indirectly, by CDIC, the Bank of Canada, the Government of Canada or a province of Canada, after any order to wind up the Issuer has been made.

The resolution value in respect of relevant Bail-inable Securities is the aggregate estimated value of the following: (a) the relevant Bail-inable Securities, if they are not held by CDIC and they are not converted, after the making of an Order, into common shares under a Bail-in Conversion; (b) common shares that are the result of a Bail-in Conversion after the making of an Order; (c) any dividend or interest payments made, after the making of the Order, with respect to the relevant Bail-inable Securities to any person other than CDIC; and (d) any other cash, securities or other rights or interests that are received or to be received with respect to the relevant Bail-inable Securities as a direct or indirect result of the making of the Order and any actions taken in furtherance of the Order, including from CDIC, the Issuer, the liquidator of the Issuer, if the Issuer is wound up, the liquidator of a CDIC subsidiary incorporated or acquired by order of the Governor in Council for the purposes of facilitating the acquisition, management or disposal of real property or other assets of the Issuer that CDIC may acquire as the result of its operations that is liquidated or the liquidator of a bridge institution if the bridge institution is wound up.

In connection with the compensation process, CDIC is required to estimate the liquidation value and the resolution value in respect of the portion of converted Bail-inable Securities and is required to consider the difference between the estimated day on which the liquidation value would be received and the estimated day on which the resolution value is, or would be, received.

CDIC must, within a reasonable period following a Bail-in Conversion, make an offer of compensation by notice to the relevant holders that held Bail-inable Securities equal to, or in value estimated to be equal to, the amount of compensation to which such holders are entitled or provide a notice stating that such holders are not entitled to any compensation. In either case such notice is required to include certain prescribed information, including important information regarding the rights of such holders to seek to object and have the compensation to which they are entitled determined by an assessor (a Canadian Federal Court judge) where holders of liabilities representing at least 10 per cent. of the principal amount and accrued and unpaid interest of the liabilities of the same class object to the offer or absence of compensation. The period for objecting is limited (45 days following the day on which a summary of the notice is published in the *Canada Gazette*) and failure by holders holding a sufficient principal amount plus accrued and unpaid interest of affected Bail-inable Securities to object within the prescribed period will result in the loss of any ability to object to the offered compensation or absence of compensation, as applicable. CDIC will pay each relevant holder the offered compensation within 135 days after the date on which a summary of the notice is published in the *Canada Gazette* if the offer of compensation is accepted by the holder, the holder does not notify CDIC of acceptance or objection to the offer within the aforementioned 45-day period or the holder objects to the offer but the 10 per cent. threshold described above is not met within the aforementioned 45-day period.

Where an assessor is appointed, the assessor could determine a different amount of compensation payable, which could either be higher or lower than the original amount. The assessor is required to provide holders, whose compensation it determines, notice of its determination. The assessor's determination is final and there are no further opportunities for review or appeal. CDIC will pay the relevant holders the compensation amount determined by the assessor within 90 days of the assessor's notice.

By its acquisition of an interest in any Bail-inable Securities, each holder or beneficial owner of those Bail-inable Securities is deemed to be bound by a Bail-in Conversion and so will have no further rights in respect of its Bail-inable Securities to the extent those Bail-inable Securities are converted in a Bail-in Conversion, other than those provided under the Bail-in Regime.

A similar compensation process to the one set out above applies, in certain circumstances, where as a result of CDIC's exercise of bank resolution powers, Securities are assigned to an entity which is then wound-up.

*Following a Bail-in Conversion, holders that held Bail-inable Securities that have been converted will no longer have rights against the Issuer as creditors*

Upon a Bail-in Conversion, the rights, terms and conditions of the portion of Bail-inable Securities that are converted, including with respect to priority and rights on liquidation, will no longer apply as the portion of converted Bail-inable Securities will have been converted on a full and permanent basis into common shares of the Issuer or any of its affiliates ranking on parity with all other outstanding common shares of that entity. If a Bail-in Conversion occurs, then the interest of the depositors, other creditors and holders of liabilities of the Issuer not bailed-in as a result of the Bail-in Conversion will all rank in priority to those common shares.

Given the nature of the Bail-in Conversion, holders or beneficial owners of Bail-inable Securities that are converted will become holders or beneficial owners of common shares at a time when the Issuer's and potentially its affiliates' financial condition has deteriorated. They may also become holders or beneficial owners of common shares at a time when the relevant entity may have received or may receive a capital injection or equivalent support with terms

that may rank in priority to the common shares issued in a Bail-in Conversion with respect to the payment of dividends, rights on liquidation or other terms although there is no certainty that any such capital injection or support will be forthcoming.

*Bail-inable Securities may be redeemed or cancelled after the occurrence of a TLAC Disqualification Event*

If the applicable Final Terms specify TLAC Disqualification Event is applicable, the Issuer may, at its option, with the prior approval of the Superintendent, redeem or cancel (as applicable) all, but not some only, of the outstanding Series of Bail-inable Securities within 90 days of the occurrence of the TLAC Disqualification Event (as defined in the Conditions) at the Early Redemption Amount or Early Cash Settlement Amount, as applicable, specified in the applicable Final Terms, together (if applicable) with any accrued but unpaid interest or additional amounts to (but excluding) the date fixed for redemption or cancellation. If the Issuer redeems such Series of Bail-inable Securities, holders of such Bail-inable Securities may not be able to reinvest the proceeds from such redemption or cancellation in securities offering a comparable anticipated rate of return. Additionally, although the terms of each Series of Bail-inable Securities are anticipated to be established to satisfy the TLAC criteria within the meaning of the TLAC Guideline to which the Issuer is subject, it is possible that any Series of Bail-inable Securities may not satisfy the criteria in future rulemaking or interpretations.

#### *3.4 UK resolution risks applicable to the Securities*

*The United Kingdom's Banking Act 2009 (as amended, the "UK Banking Act") confers substantial powers on a number of UK authorities designed to enable them to take a range of actions in relation to UK banks, UK building societies, UK investment firms and UK recognised central counterparties which are considered to be at risk of failing. In certain circumstances such actions may also be taken, with modifications, against a third country institution or investment firm. The exercise of any of these actions in relation to the Bank could materially adversely affect the value of any Securities.*

Under the UK Banking Act, substantial powers are granted to HM Treasury, the Bank of England, the Financial Conduct Authority and the Prudential Regulation Authority (the "PRA") (together, the "Authorities") as part of a special resolution regime (the "SRR"). These powers can be exercised, as applicable, by the Authorities in respect of a third country incorporated credit institution (such as the Issuer) or a third country incorporated investment firm ("third country entity") either where that third country entity is subject to resolution in its jurisdiction of incorporation (a "third country resolution action") or where no third country resolution actions have been taken, but the Authorities consider that the commencement of resolution proceedings is in the public interest. The Authorities' powers (such as those applicable to bail-in liabilities) are subject to additional conditions where they are used in respect of branches of third-country entities (such as the Issuer) as compared with their use in respect of UK banks.

*Risks related to Securities issued by the Issuer's London branch*

Where the Authorities choose to recognise a third country resolution action, in whole or in part, they must make a statutory instrument which may provide for the exercise of the stabilisation options in relation to the third country entity. This instrument may apply to: (i) assets of the third country entity or its group located in the UK or governed by UK law; and (ii) rights or liabilities of the third country entity (including the Securities) that are booked by its London branch, governed by UK law, or where the claims in relation to such rights and

liabilities are enforceable in the UK. Accordingly, exercise of these powers is possible where the relevant Authorities are acting to support or give full effect to a resolution carried out by the Canadian resolution authority and the Authorities' actions may include actions such as transferring assets located in the UK to a purchaser under the Canadian equivalent of a sale of business tool, or to a bridge bank in Canada.

In addition, under the European Bank Recovery and Resolution Directive which has been implemented in the UK through the UK Banking Act, the UK has provided the Authorities with the necessary powers to resolve the London branch of a third country entity (such as the Issuer's London branch) that is not subject to third country resolution action (including resolution proceedings of the Canadian authorities), or where the Authorities have refused to recognise or enforce third country resolution action. The powers available to the Bank of England, when acting independently to resolve a London branch of a third country entity are: (i) powers to transfer some or all of the assets, rights and liabilities (the **"business of the branch"**) to a private sector purchaser, bridge bank or asset management vehicle; and (ii) the power to bail in liabilities (including the Securities) in connection with the transfer to the private-sector purchaser, bridge bank or asset management vehicle (the **"IRUKBPs"**). These powers could affect the Securities, to the extent that they are considered to be within the business of the branch.

The Securities will be considered to be within the business of the branch where they arise 'as a result of the operations of the Issuer's London branch'. Where the Securities are issued in the name of the Issuer's London branch and/or are included within the London branch's annual return form (a type of annual account for the branch) to the PRA it is likely that such Securities will be considered by the Authorities to be within the business of the branch. However, these powers are untested, and if there is an adequate degree of operational involvement by the Issuer's London branch in the issuance, there is a risk that the Authorities may consider that the Securities issued by the Issuer in Canada to be within the business of the branch due to the broad definition of this term.

#### *Risks for Holders*

Holders may be subject to the relevant powers listed above, which may result in such Holders losing some or all of their investment. As at the date of this Base Prospectus, the Authorities have not exercised any powers under the SRR in respect of either the Issuer or the Issuer's London branch and there has been no indication that they will do so. However, there can be no assurance that this will not change and any exercise of any power under the SRR or any suggestion of such exercise could, therefore, adversely affect the rights of the Holders, the price or value of their investment in the Securities and/or the ability of the Issuer to satisfy its obligations under the relevant Securities.

The paragraphs below set out some of the possible consequences of the exercise of the powers under the SRR.

#### *The SRR may be triggered prior to insolvency of the Issuer*

The purpose of the IRUKBPs is to address the situation where all or part of the business of a third country entity has encountered, or is likely to encounter, financial difficulties, giving rise to wider public interest concerns in the UK, and so to transfer (and then write down where necessary) those rights and liabilities of the branch of the third country entity. The Authorities may exercise the IRUKBPs if either Conditions 1, 2, 4 and 5 are met, or 3 and 4 are met, or 4 and 5(a) are met: Condition 1: The Issuer is failing or likely to fail (i.e. failing to satisfy the threshold conditions or the Issuer or its London branch being unable or unwilling to pay debts

or liabilities owed to EEA creditors or otherwise arising from the business of the branch as they fall due); Condition 2: It is not reasonably likely that action will be taken by or in respect of the Issuer that will result in Condition 1 above ceasing to be met; Condition 3: Either: (a) the third-country entity is unable or unwilling, or is likely in the near future to be unable or unwilling, to pay its debts or other liabilities owed to EEA creditors or otherwise arising from the business of the branch as they fall due; and (b) no Canadian resolution action has been taken, or other normal insolvency proceedings initiated, and it is not likely in the near future that resolution action will be taken or proceedings initiated; Condition 4: Making a property transfer instrument is necessary having regard to public interest in the advancement of one or more resolution objectives; and Condition 5: Either: (a) Canadian resolution action has been taken (or the Authorities have been notified that action will be taken) and the Authorities have refused or propose to refuse to recognise such action; or (b) Canadian resolution action has not been, and is not likely to be, taken in relation to the Issuer. It is therefore possible that the IRUKBPs could be exercised prior to the point at which any insolvency proceedings with respect to the relevant entity could be initiated.

*A partial transfer of business of the Issuer's London branch may result in a deterioration of the Issuer's creditworthiness*

If the Issuer's London branch were made subject to the IRUKBPs, and a partial transfer of its business to another entity were effected, the quality of the assets and the quantum of the liabilities not transferred and remaining with the Issuer's London branch (which may include the Securities) will result in a deterioration in the creditworthiness of the Issuer and, as a result, increase the risk that it will be unable to meet its obligations in respect of the Securities and/or eventually become subject to administration or insolvency proceedings. In such circumstances, Holders may have a claim for compensation under compensation schemes in Canada, but there can be no assurance that the Holders would thereby recover compensation promptly or equal to any loss actually incurred.

*Depositor preference*

In addition, amendments to the UK Insolvency Act 1986 have introduced changes to the treatment and ranking of certain preferential debts with the result that certain eligible deposits will rank in priority to the claims of ordinary (i.e. non-preferred) unsecured creditors in the event of an insolvency. This means that if the Securities are transferred to another entity subject to the UK Banking Act in the UK under the IRUKBPs, the claims of Holders would rank junior to the claims in respect of liabilities afforded preferred status and accordingly, in the event of insolvency or resolution of that UK entity, Securities would be available to absorb losses ahead of liabilities which benefit from such preference.

As at the date of this Prospectus, the relevant Authorities have not made an instrument or order under the UK Banking Act in respect of the Issuer or the Issuer's London branch and there has been no indication that they will make any such instrument or order. However, there can be no assurance that this will not change and/or that the Holders will not be adversely affected by any such order or instrument if made.

3.5 *Benchmark reforms and discontinuation*

*The regulation and reform of "benchmarks" may adversely affect the value of and return on Securities linked to or referencing such "benchmarks"*

Published levels used as benchmarks have come under increasing regulatory scrutiny in recent years, and are now the subject of a number of national and international regulatory

initiatives and investigations. Such levels include high profile market rates, (e.g. the London Inter-Bank Offered Rate ("**LIBOR**") and the Euro Interbank Offered Rate ("**EURIBOR**")) but also many other rates, levels, indices and strategies that are determined to be used as benchmarks (including many interest rate, equity, commodity, foreign exchange and other types of indices). Some of these regulatory initiatives are already effective whilst others are still to be implemented in full.

In July 2014 the Financial Stability Board ("**FSB**") published a report on Reforming Major Interest Rate Benchmarks. This report called on the –IBOR (which includes LIBOR and EURIBOR) administrators to address the recommendations arising from the first review of the IOSCO Benchmark Principles (as defined below) and made additional recommendations around underpinning benchmarks, to the greatest extent possible, in transaction data - this process was referred to as "-IBOR+" and "developing alternative risk-free rates". In October 2017 the FSB published a progress report which concluded that –IBOR administrators have continued to take important steps to implement the FSB's recommendations but found that in the case of some –IBORs such as LIBOR and EURIBOR, underlying reference transactions in some currency-tenor combinations are scarce and submissions therefore necessarily remain based on a mixture of factors including transactions and judgment by submitters. Regulators have taken a number of steps to address these issues, but it remains challenging to ensure the integrity and robustness of benchmarks and it is uncertain whether submitting banks will continue to make submissions over the medium to long-term.

Regulators in some FSB jurisdictions have made good progress in supporting workstreams focused on identifying new or existing risk-free rates that could be used instead of –IBORs in a range of contracts, in particular derivatives. However, limited progress has been made on migration from major –IBORs to risk free rates. The FSB noted that for jurisdictions that intend to more proactively promote the use of risk free rates it is important that momentum is maintained to fulfil the FSB's risk-free rate recommendations. The FSB also mentioned the International Swaps and Derivatives Association, Inc.'s ("**ISDA**") work on tackling the risks associated with a permanent discontinuation of widely used –IBORs and placed great importance on all industry stakeholders adopting ISDA's solution for derivative contracts and extending such work on contractual robustness to other non-derivative markets where contracts reference –IBORs.

It should be noted that any industry or other solutions to tackle the risks associated with a permanent discontinuation of widely used –IBORs may result in the migration of contracts referencing –IBORs to alternative benchmarks, require the payment of adjustments or potentially result in divergent provisions applying as between any Securities linked to such an –IBOR and any related hedging arrangements entered into by relevant hedging parties. It is not possible to predict the effect of any such changes or any establishment of alternative reference rates with any certainty but they could have a material adverse effect on the value and/or liquidity of such Securities.

In relation to LIBOR in particular, comments made by the Chief Executive of the FCA in July 2017 have stated the UK regulator's intention not to continue to persuade, or use its powers to compel, panel banks to submit rates for the calculation of LIBOR to the administrator of LIBOR after 2021. The regulator's expectation, based on discussions with panel banks is that LIBOR will continue to be sustained until 2021, based on the voluntary agreement of those panel banks. However the announcement indicates that the continuation of LIBOR on the current basis is not guaranteed after 2021. It is not possible to predict whether, and to what extent, panel banks will continue to provide LIBOR submissions to the administrator of LIBOR going forwards. This may cause LIBOR to perform differently than it did in the past and may have other consequences which cannot be predicted. The impact of the transition away from

LIBOR, for contracts which use LIBOR as their reference rate, is not known at this stage but is likely to be impacted by the work which will take place during the transition period (including industry or other solutions mentioned above), to replace LIBOR with a different rate. Outside of the U.K. it is anticipated that a reform of EURIBOR will be implemented, which may (but will not necessarily) be in a similar fashion to the reform of LIBOR. Accordingly, EURIBOR calculation and publication could be altered, suspended or discontinued. The European Money Markets Institute (formerly Euribor-EBF) ("**EMMI**") has continued in its role as administrator of EURIBOR but has also undertaken a number of reforms in relation to its governance and technical framework since January 2013 pursuant to recommendations by the European Securities and Markets Authority ("**ESMA**") and the European Banking Authority. On June 21, 2016 EMMI published a roadmap to discuss transaction-based EURIBOR and pre-live verification program guidelines for the evolution of EURIBOR. In March 2017, it published a position paper setting out the legal grounds for the proposed reforms to EURIBOR, which aims to clarify the EURIBOR specification, to continue developing the transaction-based methodology for EURIBOR and align the methodology with the Benchmarks Regulation and the IOSCO Benchmark Principles. In its publication of the outcome of the data analysis in the pre-live verification program guidelines EMMI has since indicated that "under the current market conditions it will not be feasible to evolve the current EURIBOR methodology to a fully transaction-based methodology following a seamless transition path". EMMI's current intention appears to be to develop a hybrid methodology.

Other key international regulatory initiatives relating to the reform of "benchmarks" include Principles for Oil Price Reporting Agencies (October 2012) and Principles for Financial Benchmarks (July 2013) published by the International Organization of Securities Commissions ("**IOSCO**"), (the "**IOSCO Benchmark Principles**") and the EU regulation on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds (the "**Benchmarks Regulation**").

The IOSCO Benchmark Principles aim to create an overarching framework of principles for benchmarks to be used in financial markets, specifically covering (among other things) governance and accountability as well as the quality, integrity and transparency of a benchmark's design, determination and methodologies. A review published by IOSCO in February 2016 of the status of the voluntary market adoption of the IOSCO Benchmark Principles noted that there has been significant but mixed progress on implementation of the IOSCO Benchmark Principles but that as the benchmarks industry is in a state of change, further steps may need to be taken by IOSCO in the future. On December 16, 2016, IOSCO published a report setting out guidance to improve the consistency and quality of reporting on compliance with its July 2013 Principles for Financial Benchmarks. In January 2018 IOSCO published a statement on matters to consider in the use of financial benchmarks which sets out matters for users of benchmarks to consider (whereas the IOSCO Benchmark Principles focus on the responsibilities of administrators of benchmarks and submitters to benchmarks).

Most of the provisions of the Benchmarks Regulation applied from January 1, 2018 with the exception of certain provisions mainly on critical benchmarks that applied from June 30, 2016. The Benchmarks Regulation applies to "contributors", "administrators" and "users" of "benchmarks" in the EU, and will, among other things, (i) require benchmark administrators to be authorised or registered (or, if located outside the EU, to be subject to an equivalent regime or otherwise recognised or endorsed) and to comply with extensive requirements in relation to the administration of benchmarks and (ii) prevent certain uses by EU supervised entities of benchmarks of administrators that are not authorised/registered (or, if located outside the EU, deemed equivalent or recognised or endorsed). The scope of the Benchmarks Regulation is wide and, in addition to so-called "critical benchmark" indices such as LIBOR or EURIBOR, applies, for example, to many interest rates, foreign exchange rate

indices, commodity indices, equity indices and other indices (including "proprietary" indices or strategies) where used to determine the amount payable under or the value of certain financial instruments traded on a trading venue (being an EU regulated market, EU multilateral trading facility (MTF) or EU organised trading facility (OTF)) or via a "systematic internaliser", or to measure the performance of certain investment funds with the purpose of tracking the return or defining the asset allocation or computing the performance fees.

The Benchmarks Regulation could have a material impact on any Securities traded on a trading venue or via a "systematic internaliser" linked to a "benchmark" for Benchmarks Regulation purposes, including any of the following circumstances:

- (i) subject to any applicable transitional provisions, an index which is a benchmark may not be used by a supervised entity in certain ways if its administrator, or the benchmark (in the case of benchmarks provided by administrators located outside of the EU), is not entered in or is removed from ESMA's register of Benchmarks Regulation approved administrators/benchmarks (e.g. in circumstances where (a) an administrator located in the EU does not obtain or retain authorisation or registration or (b) an administrator located outside the EU does not obtain or retain recognition or endorsement or benefit from equivalence (whether as an administrator or in respect of the relevant benchmark), in each case under the Benchmarks Regulation);
- (ii) the methodology or other terms of the benchmark could be changed in order to comply with the terms of the Benchmarks Regulation; and
- (iii) fallback provisions specified in the terms of the Securities may apply or the Calculation Agent may amend the terms of the Securities in the event a benchmark materially changes or ceases to be provided in order to comply with the provisions of the Benchmarks Regulation (see "Administrator/Benchmark Event" below).

Any of the above changes or any other consequential changes to any benchmark or its discontinuance as a result of international, national or other reforms or investigations, could potentially have a material adverse effect on the relevant benchmark or have other unforeseen consequences including, without limitation, that such changes could:

- affect the level of the published rate or the level of the benchmark, including causing it to be lower or more volatile than in the past;
- increase the costs of administering or otherwise participating in the setting of a benchmark and complying with such regulations or requirements;
- discourage market participants from continuing to administer or contribute to certain benchmarks;
- trigger changes in the rules or methodologies used in certain benchmarks;
- lead to the disappearance of certain benchmarks (or certain currencies or tenors of benchmarks).

It is not possible to predict the further effect of the potential discontinuation of LIBOR after 2021, the potential transition to alternative benchmarks (such as risk free rates), the Benchmarks Regulation, any changes in the methods pursuant to which LIBOR, EURIBOR or any other relevant benchmarks are determined, or any other legal or regulatory reforms to LIBOR, EURIBOR or any other relevant benchmarks that may be enacted or undertaken in

the U.K., the EU and elsewhere, each of which may adversely affect the trading market for securities based on LIBOR, EURIBOR and/or such other benchmarks or result in a sudden or prolonged increase or decrease in the reported benchmarks, a delay in the publication of any such benchmarks, trigger changes in the rules or methodologies in certain benchmarks, discourage market participants from continuing to administer or participate in certain benchmarks and, in certain situations, could result in a benchmark performing differently than in the past or ceasing to exist.

Any of the factors above and their consequences could have a material adverse effect on the trading market for, value of and return on, any Securities and/or could potentially lead to the Securities being de-listed, adjustments to the terms of the Securities, early termination of the Securities (see "Administrator/Benchmark Event" below) or other impacts depending on the particular benchmark and the applicable terms of the Securities.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by benchmark reforms and investigations in making any investment decision with respect to the Securities.

#### *Administrator/Benchmark Event*

The occurrence of an Administrator/Benchmark Event may cause early redemption or termination or adjustment of the Securities which may include selecting one or more successor benchmarks and making related adjustment(s) to the Securities, including if applicable to reflect increased costs. An Administrator/Benchmark Event may arise if any of the following circumstances occurs or may occur: (1) a benchmark is materially changed, permanently or indefinitely cancelled or an official sector entity prohibits its use, or (2) (i) the relevant authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the benchmark or the administrator or sponsor of the benchmark is not obtained, (ii) an application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is rejected or (iii) any authorisation, registration, recognition, endorsement, equivalence decision or approval is suspended or inclusion in any official register is withdrawn. If the Securities are redeemed or terminated for an Administrator/Benchmark Event there is no guarantee that the amount paid to investors will be equal to or higher than the investor's initial investment in the relevant Securities and such amount may be substantially less than the investor's initial investment.

#### *3.6 Risks relating to Reference Item Linked Securities generally*

The Issuer may issue Reference Item Linked Securities with principal, premium, interest or other amounts determined by reference to a particular Reference Item. In addition, the Issuer may issue Securities with principal or interest or other amounts payable in one or more currencies which may be different from the currency in which the Securities are denominated. An investment in such Securities entails significant risks that are not associated with similar investments in a conventional debt or equity securities and in some circumstances the value of the Securities and/or the amount paid at maturity, exercise or redemption (as applicable) may be less than the purchase price amount of the Securities and may be zero in which case an investor may lose some or all of the amount it invested in the Securities. Potential investors should be aware that:

- (i) the market price of such Securities may be volatile and the market price of the Securities at any time is likely to be affected primarily by changes in the level of the Reference Item to which the Securities are linked. It is impossible to predict how the level of the Reference Item will vary over time;

- (ii) they may receive no interest or additional amounts, as applicable, or they may receive interest or additional amounts at a rate that is less than that payable on a conventional fixed rate or floating rate debt security issued at the same time;
- (iii) payment of principal, interest or other amounts may occur at a different time or in a different currency than expected;
- (iv) they may lose all or a substantial portion of their investment;
- (v) if the principal of and/or premium or other amount payable on such a Security is so indexed, the amount of principal and/or premium or other amount payable in respect thereof may be less than the original purchase price of such Security and less than the nominal or face amount of Securities, and the amount of principal and/or premium or other amount payable may even be zero;
- (vi) investors should be willing to hold these Securities until the maturity date, redemption date or expiration date (as applicable) as the secondary market for such Securities may be limited or non-existent and if there is a limited secondary market then the lack of demand may reduce the market price at which Securities may be sold prior to maturity, redemption, settlement or expiration;
- (vii) the market price will be affected by a number of factors independent of the creditworthiness of the Issuer and will depend on the value of the applicable Reference Item(s) as well as the volatility of the applicable Reference Item(s), the time remaining to the maturity, settlement, redemption or expiration (as applicable) of such Securities, the amount outstanding of such Securities, market interest rates, yield rates and the market for other types of related and unrelated financial instruments and where the Reference Item(s) are equity securities, the dividend rate on the Reference Item(s) and the financial results and prospects of the issuer of each Reference Item;
- (viii) a Reference Item may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other securities, funds or indices and may depend on a number of interrelated factors over which the Issuer has no control, including economic, financial and political events in one or more jurisdictions, including factors affecting capital markets generally and the stock exchange on which any Reference Item and/or obligation of the issuer of the Reference Item may be traded. Additionally, if the formula used to determine the amounts payable with respect to such Securities contains a multiplier or leverage factor, the effect of any change in the Reference Item(s) will be increased (or decreased if the multiplier or relevant factor is less than one) and this increase (or decrease) may be significant;
- (ix) the timing of changes in a Reference Item(s) 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 Reference Item(s), the greater the effect on yield;
- (x) with respect to Equity Linked Securities, if such Securities are redeemable or settled (as applicable) either by payment of a cash amount or by delivery of the underlying securities in lieu thereof, there is no assurance that the cash amount or value of the securities received will not be less than the purchase price of the Securities;

- (xi) Securities are of limited maturity and, unlike direct investments in a share, index, fund, security, index, commodity or other asset, investors are not able to hold them beyond the maturity date, redemption date, settlement date or expiration date (as applicable) in the expectation of a recovery in the price of the underlying; and
- (xii) the price at which an investor will be able to sell Securities prior to the maturity date, redemption date, settlement date or expiration date (as applicable) may be at a substantial discount to the market value of the Securities at the time they are issued depending on the performance of the Reference Item.

The historical experience of the relevant currencies, commodities, interest rates, equities, indices, funds or other financial variables should not be taken as an indication of future performance of such currencies, commodities, interest rates, equities, indices, funds or other financial variables during the term of any Security. Prospective investors should consult their own financial and legal advisors as to the risks entailed by an investment in such Securities and the suitability of such Securities in light of their particular circumstances.

Prospective investors in Reference Item Linked Securities should understand the risks of transactions involving such Reference Item Linked Securities and should reach an investment decision only after careful consideration, with their advisers, of the suitability of Reference Item Linked Securities in light of their particular financial circumstances, the information set forth herein and the information regarding the relevant Reference Item Linked Securities and the particular Reference Item(s) to which the value of, or payments in respect of, the relevant Reference Item Linked Securities may relate, as specified in the applicable Final Terms.

As the amount of interest or additional amount (as applicable) payable periodically and/or amount payable at maturity, redemption or settlement (as applicable) may be linked to the performance of the Reference Item(s), an investor in such a Reference Item Linked Security must generally be correct about the direction, timing and magnitude of an anticipated change in the value of the Reference Item(s).

Where the applicable Final Terms specify one or more Reference Item(s), the relevant Reference Item Linked Securities will represent an investment linked to the economic performance of such Reference Item(s) and prospective investors should note that the return (if any) on their investment in such Reference Item Linked Securities will depend upon the performance of such Reference Item(s). Potential investors should also note that while the market value of Reference Item Linked Securities is linked to such Reference Item(s) and will be influenced (positively or negatively) by such Reference Item(s), any change may not be comparable and may be disproportionate. It is impossible to predict how the level of the relevant Reference Item(s) will vary over time. In contrast to a direct investment in the relevant Reference Item(s), Reference Item Linked Securities represent the right to receive payment or delivery, as the case may be, of the relevant cash amount and/or specified assets on the relevant maturity date, settlement date or redemption date (as applicable) as well as periodic payments of interest or additional amounts (as applicable) (if specified in the applicable Final Terms), all or some of which may be determined by reference to the performance of the relevant Reference Item(s). In the case of Exempt Securities, the applicable Pricing Supplement will set out the provisions for the determination of any cash amount and/or specified assets and of any periodic interest or additional amount payments (as applicable).

**PROSPECTIVE INVESTORS MUST REVIEW THE APPLICABLE FINAL TERMS TO ASCERTAIN WHAT THE RELEVANT REFERENCE ITEM(S) ARE AND WHEN ANY CASH AMOUNTS, SPECIFIED ASSETS PERIODIC INTEREST OR ADDITIONAL AMOUNTS ARE**

**PAYABLE AND/OR DELIVERABLE, AS THE CASE MAY BE, BEFORE MAKING ANY DECISION TO PURCHASE ANY REFERENCE ITEM LINKED SECURITIES.**

Fluctuations in the value and/or volatility of the relevant Reference Item(s) may affect the value of the relevant Reference Item Linked Securities. Investors in Reference Item Linked Securities may risk losing their entire investment if the value of the relevant Reference Item(s) does not move in the anticipated direction.

There is no return on Reference Item Linked Securities other than the potential payment or delivery, as the case may be, of the relevant cash amount and/or specified assets on the maturity date, redemption date or settlement date (as applicable) and payment of any periodic interest or additional amount (as applicable).

Other factors which may influence the market value of Reference Item Linked Securities include the creditworthiness of the Issuer, the issuer of the relevant Reference Item(s) (if applicable), general market sentiment, interest rates, potential dividend or interest payments (as applicable) in respect of the relevant Reference Item(s), changes in the method of calculating the level of the relevant Reference Item(s) from time to time and market expectations regarding the future performance of the relevant Reference Item(s), its composition and such Reference Item Linked Securities.

If any of the relevant Reference Item(s) is an index, the value of such Reference Item(s) on any day will reflect the value of its constituents on such day. Changes in the composition of such Reference Item(s) and factors (including those described above) which either affect or may affect the value of the constituents, will affect the value of such Reference Item(s) and therefore may affect the return on an investment in Reference Item Linked Securities.

The Issuer may issue several issues of Reference Item Linked Securities relating to a particular Reference Item(s). However, no assurance can be given that the Issuer will issue any Reference Item Linked Securities other than the Reference Item Linked Securities to which the applicable Final Terms relate. At any given time, the number of Reference Item Linked Securities outstanding may be substantial. Reference Item Linked Securities provide opportunities for investment and pose risks to investors as a result of fluctuations in the value of the Reference Item(s) to which such Reference Item Linked Securities relate.

*Securities may not benefit from a Protection Amount*

The investor should note that certain Reference Item Linked Securities may not benefit from a Protection Amount. On the maturity date, redemption date or settlement date (as applicable), the amount payable per Security may be less than the initial investment amount and purchasers of Securities are exposed to full loss of their investment.

*Securities may have a Protection Amount only at maturity or redemption or expiration*

In respect of a Series of Reference Item Linked Securities to which a Protection Amount is specified in the applicable Final Terms, the redemption amount or cash settlement amount, as the case may be, to be paid pursuant to its terms at maturity, redemption or settlement (as applicable) will be not less than the specified percentage of the principal amount of the Note, or in the case of Redeemable Certificates, such other amount as indicated in the applicable Final Terms. However, the ability of the Issuer to make the required payments at maturity or redemption (as applicable) depends on the Issuer's ability to meet its obligations under the Securities. There can be no assurance that the Securities will redeem above the minimum redemption or cash settlement amount. The return on the Securities will depend on the

relevant Reference Item. If the relevant Reference Item does not perform in line with an investor's expectations over the term of the Securities, an investor in the Securities will not receive any return on its capital. Furthermore, such an investor will have lost the opportunity to earn the profit that it might have earned on a deposit or any investment in fixed income securities of the same amount and the same duration. If the Securities are redeemed or cancelled early by the Issuer, investors in the Securities may not be repaid the amount originally invested by them in the Securities.

#### *Early redemption or cancellation for Illegality*

In the event that the Issuer determines in good faith that the performance of the Issuer's obligations under the Securities or that any arrangements made to hedge the Issuer's obligations under such Securities have or will become unlawful, illegal, or otherwise prohibited in whole or in part, as a result of compliance with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power, or the interpretation thereof, the Issuer may redeem the Notes early at an amount equal to the fair market value of each Security taking into account hedge costs, in the case of Securities which are not Exempt Securities, or at the Early Redemption Amount specified in the applicable Pricing Supplement, in the case of Exempt Securities, together if appropriate with accrued interest or, in the case of W&C Securities, cancel such W&C Securities upon payment to each Holder of an amount in respect of each W&C Security or Unit, as the case may be, equal to the fair market value of each W&C Security or Unit, as the case may be, plus (in the case of Warrants), if already paid, by or on behalf of the Holder, the Exercise Price together with accrued Additional Amounts (if applicable), and in each case taking into account hedging losses by any Hedging Entity, provided that in respect of Bail-inable Securities where such redemption or cancellation, as applicable, would lead to a breach of the Issuer's TLAC requirements, such cancellation or redemption will be subject to the prior approval of the Superintendent.

#### *Physical Delivery*

In the case of Notes and W&C Securities which provide for Physical Delivery, the Calculation Agent may determine that a Settlement Disruption Event is subsisting and/or where Failure to Deliver due to Illiquidity is specified as applying in the applicable Final Terms, that it is impossible or impracticable to deliver when due some or all of the specified assets due to illiquidity in the relevant market. A Settlement Disruption Event is an event beyond the control of the Issuer, as a result of which, in the opinion of the Calculation Agent, delivery of the specified assets to be delivered by or on behalf of the Issuer in accordance with the Conditions and/or, in the case of Exempt Securities, the applicable Pricing Supplement, is not practicable. Any such determination may affect the value of the Securities and/or may delay settlement in respect of the Securities and/or lead to cash settlement rather than physical settlement in respect of the Securities.

The Issuer will not be responsible for any such delay in settlement and shall not be obliged to compensate Holders. Holders will be solely responsible for determining whether they are permitted to hold any underlying securities, including under applicable securities laws.

#### *Expenses for Physical Delivery*

In the case of Notes and W&C Securities which provide for Physical Delivery, all Expenses arising from the delivery of the specified assets in respect of such Securities shall be for the account for the relevant Holders and no delivery of the Reference Item(s) shall be made until all Expenses have been paid to the satisfaction of the Issuer and the relevant Holders.

### *Asset Transfer Notices and Collection Notices*

In the case of Notes and W&C Securities which provide for Physical Delivery, the investor must deliver a duly completed Asset Transfer Notice (in the case of Notes) or a Collection Notice (in the case of Redeemable Certificates) within 180 calendar days of the Cut-Off Date or the Issuer will be discharged in respect of its obligations under the Securities.

### *The Issuer may have the right to vary settlement*

In the case of Exempt Securities which provide for Physical Delivery, if so indicated in the applicable Pricing Supplement, the Issuer has an option to vary settlement in respect of such Securities. If exercised by the Issuer, this option will lead to Physical Delivery Securities being cash settled or Cash Settled Securities being physically settled. Exercise of such option may adversely affect the value of the Securities.

### *No Claim against any Reference Item(s)*

Owning Securities with payments and/or delivery of specified assets determined by reference to a Reference Item(s) is not the same as owning the Reference Item(s). A Security will not represent a claim against any Reference Item(s) and, in the event that the amount paid on redemption of the Securities is less than the purchase price of the Securities, a Holder will not have recourse under a Security to any Reference Item(s). Accordingly, the market value of such Securities may not have a direct relationship with the market price of the Reference Item(s) and changes in the market price of the Reference Item(s) may not result in a comparable change in the market value of the Securities. For example, the market value of such Securities may not increase even if the price of the Reference Item(s) increases. It is also possible for the price of the Reference Item(s) to increase while the market price of such Securities declines.

***The amount paid or the value of the specified assets delivered by the Issuer on redemption, cancellation or settlement (as applicable) of such Securities may be less than the purchase price of the Securities, together with any accrued interest or additional amounts (as applicable), and may in certain circumstances be zero.***

### *Certain considerations regarding hedging*

Prospective investors intending to purchase Securities to hedge against the market risk associated with investing in one or more Reference Items 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 Reference Item(s). Due to fluctuating supply and demand for the Securities, there is no assurance that their value will correlate with movements of the Reference Item(s).

### *Hedging and other potential conflicts of interest*

The Issuer or one or more of its affiliates may hedge the obligations under Reference Item Linked Securities by purchasing or selling the Reference Item(s) or other derivative instruments with returns linked to or related to changes in the value of the Reference Item(s) and may also adjust these hedges by, among other things, purchasing or selling the Reference Item(s) or other derivative instruments at any time and from time to time. Any of these hedging activities may affect the price of the Reference Item(s) and, therefore, the value of associated Reference Item Linked Securities. It is possible that the Issuer or one or

more of its affiliates could receive substantial returns from these hedging activities while the value of the Reference Item(s) may decline.

The Issuer or one or more of its affiliates may also engage in trading in the Reference Item(s) on a regular basis as part of general broker-dealer and other businesses of the Issuer or its affiliates, for proprietary accounts, for other accounts under management or to facilitate transactions for customers, including block transactions. Any of these activities could affect the price of the Reference Item(s) and, therefore, the value of the associated Reference Item Linked Securities. The Issuer or one or more of its affiliates may also issue or underwrite other securities or financial or derivative instruments with returns linked or related to changes in the value of the Reference Item(s) and the availability of such competing products could adversely affect the value of the Reference Item Linked Securities.

The Calculation Agent for an issue of Securities is the agent of the Issuer and not an agent for the Holders. Where the Issuer acts as Calculation Agent or the Calculation Agent is 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 judgements that the Calculation Agent may make pursuant to the Conditions that may influence the amount receivable or specified assets deliverable upon redemption of the Securities. The Calculation Agent will make such determinations and adjustments as it deems appropriate, in accordance with the Conditions of the Securities. In making such determinations and adjustments, the Calculation Agent will be entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion.

The Issuer and any relevant Dealer may, at the date hereof or any time hereafter, be in possession of information in relation to a Reference Item that is or may be material in the context of the Securities and may or may not be publicly available to Holders. There is no obligation on the Issuer or any Dealer(s) to disclose to Holders any such information.

Any additional conflicts of interest with respect to any Securities will be specified in the applicable Final Terms.

*No pledge or holding of Reference Item(s)*

Neither the Issuer nor any of its affiliates will pledge or otherwise hold the Reference Item(s) or other derivative instruments for the benefit of Holders in order to enable Holders to exchange Reference Item Linked Securities for the associated Reference Item(s) or other derivative commitments under any circumstances. Consequently, in the event of a bankruptcy, insolvency or liquidation of the Issuer, any of the Reference Item(s) or other derivative commitments owned by the Issuer or its affiliates will be subject to the claims of the Issuer's creditors generally and will not be available specifically for the benefit of Holders.

*Market Disruption Event and Disrupted Day*

If an issue of Securities includes provisions dealing with the occurrence of a market disruption event or a failure to open of an exchange or related exchange on a Valuation Date, an Averaging Date, an Observation Date or a scheduled payment date and the Calculation Agent determines that a market disruption event or such failure has occurred or exists on a Valuation Date, an Averaging Date, an Observation Date or a scheduled payment date, any consequential postponement of the Valuation Date, Averaging Date, an Observation Date or a scheduled payment date or any alternative provisions for valuation or payment provided in any Securities may have an adverse effect on the value of or payment received on such Securities.

### *Post-Issuance Information*

The Issuer will not provide post-issuance information in relation to the relevant Reference Item.

### *Tax Treatment*

The tax treatment of Reference Item Linked Securities is uncertain and the tax treatment applicable to such Securities may change before the maturity, exercise or redemption (as applicable) of the Securities. Prospective Investors should consult their own independent tax advisors before making an investment in Reference Item Linked Securities.

### *3.7 Risks relating to Specific Reference Item Linked Securities*

#### *Index Linked Securities*

The Issuer may issue Securities where amounts payable are dependent upon the level, or changes in the level, of an index or a basket of indices ("**Index Linked Securities**").

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

Returns on Index Linked Securities may not reflect the return an investor would realise if it actually bought all securities comprised in the index and in the same proportion as the weighting of such securities in the index or, as the case may be, indices in an index basket and received the dividends paid on those securities because the closing index level or levels on any date may reflect the price of such securities without taking into account the value of dividends paid on those securities. Also, an investor in the Securities will not benefit from any voting rights or rights to receive cash dividends or other distributions or rights that it would have benefited in case of direct investment in the securities.

The Calculation Agent may determine that an event giving rise to a Disrupted Day (as defined in the Conditions) has occurred at any relevant time. Any such determination may have an effect on the timing of valuation and consequently the value of the Securities and/or may delay applicable payments or settlement. Prospective investors should review the Conditions and the applicable Final Terms to ascertain whether and how such provisions apply to the Securities.

The Index Sponsor of any relevant Index can add, delete or substitute the securities comprised in the Index or amend in any other way the methodology of the Index. Investors should be aware that those decisions by the Index Sponsor may adversely affect the value of the Securities (e.g. if a newly added company performs significantly worse or better than the company it replaces).

No Index Sponsor of any relevant Index has to consider interests of Holders in calculating and revising the Index.

If an Index Adjustment Event occurs, prospective purchasers should note that the Issuer may, in the case of Notes, redeem the Notes early at an amount equal to the fair market value of each Note taking into account hedge costs, in the case of Securities which are not Exempt Securities, or at the Early Redemption Amount specified in the applicable Pricing Supplement, in the case of Exempt Securities, or, in the case of W&C Securities, cancel the W&C Securities upon payment of an amount to each Holder in respect of each W&C Security or Unit, as the case may be, determined by reference to the fair market value of each W&C Security or Unit, as the case may be, together with accrued Additional Amounts (if applicable), and in each case taking into account hedge costs.

The market price of such Securities may be volatile and may be affected by the time remaining to the redemption or expiration date (as applicable) and the volatility of the level of the index or indices. The level of the index or indices may be affected by the economic, financial and political events in one or more jurisdictions, including the stock exchange(s) or quotation system(s) on which any securities comprising the index or indices may be traded.

#### *Equity Linked Securities*

The Issuer may issue Securities where the amounts payable are dependent upon the price of or changes in the price of an equity security or a basket of equity securities or where, depending on the price of or change in the price of an equity security or a basket of equity securities, on redemption the Issuer's obligation is to deliver specified assets ("**Equity Linked Securities**").

Potential investors in any such Securities should be aware that, depending on the terms of the Equity Linked Securities (i) they may receive no or a limited amount of interest or additional amounts, (ii) payment of any amounts or delivery of any specified assets may occur at a different time than expected and/or (iii) they may lose all or a substantial portion of their investment. In addition, movements in the price of the equity security or basket of equity securities may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the equity security or equity securities may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price of the equity security or equity securities, the greater the effect on yield.

The Calculation Agent may determine that an event giving rise to a Disrupted Day has occurred at any relevant time. Any such determination may have an effect on the timing of valuation and consequently the value of the Securities and/or may delay any applicable redemption payments, or settlement. Prospective investors should review the Conditions and the applicable Final Terms to ascertain whether and how such provisions apply to the Securities.

If Potential Adjustment Event and/or De-listing and/or Merger Event and/or Nationalisation and/or Insolvency and/or Tender Offer are specified as applying in the applicable Final Terms, prospective investors should note that the Securities may be subject to adjustment and, in the case of Notes, may be redeemed at an amount equal to the fair market value of each Note taking into account hedge costs, in the case of Securities which are not Exempt Securities, or at the Early Redemption Amount specified in the applicable Pricing Supplement, in the case of Exempt Securities, or, in the case of W&C Securities, may be cancelled upon payment of an amount to each Holder in respect of each W&C Security or Unit, as the case may be,

determined by reference to the fair market value of each W&C Security or Unit, as the case may be, together with accrued Additional Amounts (if applicable), in each case taking into account hedge costs plus (in the case of Warrants), if already paid, the Exercise Price.

In respect of Equity Linked Securities relating to an equity security or equity securities originally quoted, listed and/or dealt as of the Trade Date in a currency of a member state of the European Union that has not adopted the euro, if such equity security or equity securities is/are at any time after the Trade Date quoted, listed and/or dealt exclusively in euro on the relevant Exchange, prospective purchasers should note that the Calculation Agent will adjust any one or more of the terms of the Conditions and/or the applicable Final Terms as the Calculation Agent determines in its sole and absolute discretion to be appropriate to preserve the economic terms of the Securities. Prospective purchasers should also note that the Calculation Agent will make any conversion necessary for the purposes of any such adjustment as of the relevant Valuation Time at the official conversion rate, if any, or an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the relevant Valuation Time.

The market price of such Securities may be volatile and may be affected by the time remaining to the redemption or expiration date (as applicable), the volatility of the equity security or equity securities, the dividend rate (if any) and the financial results and prospects of the issuer or issuers of the relevant equity security or equity securities as well as economic, financial and political events in one or more jurisdictions, including factors affecting the stock exchange(s) or quotation system(s) on which any such securities may be traded.

Equity Linked Securities do not represent a claim against or an investment in any equity issuer and Holders will not have any recourse against the equity issuer.

*Additional risk factors relating to Equity Linked Securities linked to ADRs and/or GDRs*

An investment in the Securities linked to American Depositary Receipts (“**ADRs**”) or Global Depositary Receipts (“**GDRs**”) (ADRs and GDRs, together, “**Depositary Receipts**”) entails significant risks in addition to those associated with Equity Linked Securities and conventional debt or equity securities.

There are important differences between the rights of holders of Depositary Receipts and the rights of holders of the stock of the Underlying Equity Issuer represented by such Depositary Receipts. A Depositary Receipt is a security that represents equity securities of the relevant Underlying Equity Issuer. The relevant Deposit Agreement for the Depositary Receipt sets forth the rights and responsibilities of the Depositary (being the issuer of the Depositary Receipt), the Underlying Equity Issuer and holders of the Depositary Receipt which may be different from the rights of holders of the Underlying Equities. For example, the Underlying Equity Issuer may make distributions in respect of its Underlying Equities that are not passed on to the holders of its Depositary Receipts. Any such differences between the rights of holders of the Depositary Receipts and holders of the Underlying Equities of the Underlying Equity Issuer may be significant and may materially and adversely affect the value of the relevant Securities.

The legal owner of the Underlying Equities is the custodian bank which at the same time is the issuing agent of the Depositary Receipts. Depending on the jurisdiction under which the Depositary Receipts have been issued and the jurisdiction to which the custodian agreement is subject, it is possible that the corresponding jurisdiction would not recognise the purchaser of the Depositary Receipts as the actual beneficial owner of the Underlying Equities. Particularly in the event that the custodian bank becomes insolvent or that enforcement

measures are taken against the custodian bank, it is possible that an order restricting free disposition could be issued with respect to the Underlying Equities or that such shares are realised within the framework of an enforcement measure against the custodian bank. If this is the case, the holders of the Depositary Receipts lose their rights under the Underlying Equities and the Securities would become worthless.

***Potential exposure to risks of emerging markets***

Depositary Receipts often represent shares of Underlying Equity Issuers based in emerging market jurisdictions.

Where the terms and conditions of the Securities reference one or more emerging market Reference Item(s), purchasers of such Securities should be aware that the political and economic situation in countries with emerging economies or stock markets may be undergoing significant evolution and rapid development, and such countries may lack the social, political and economic stability characteristics of more developed countries, including a significant risk of currency value fluctuation. Such instability may result from, among other things, authoritarian governments, or military involvement in political and economic decision-making, including changes or attempted changes in governments through extra-constitutional means, popular unrest associated with demands for improved political, economic or social conditions; internal insurgencies; hostile relations with neighbouring countries; and ethnic, religious and racial disaffections or conflict. Certain of such countries may have in the past failed to recognise private property rights and have at times nationalised or expropriated the assets of private companies. As a result, the risks from investing in those countries, including the risks of nationalisation or expropriation of assets, may be heightened. In addition, unanticipated political or social developments may affect the values of a Reference Item investment in those countries. The small size and inexperience of the securities markets in certain countries and the limited volume of trading in securities may make the Reference Item(s) illiquid and more volatile than investments in more established markets. There may be little financial or accounting information available with respect to the Underlying Equity Issuers, and it may be difficult as a result to assess the value or prospects of the Reference Item(s).

***Adjustment to the terms and conditions or replacement of the Reference Item following certain corporate events in relation to the Underlying Equities of Depositary Receipts may materially and adversely affect the value of the Securities.***

Following certain corporate events specified in the Conditions of the relevant Securities relating to the Underlying Equities or the Underlying Equity Issuer of such Underlying Equities, such as a merger where the relevant company is not the surviving entity, the amount Holders will receive, if any, at maturity of such Securities may be adjusted by the Calculation Agent or the affected Underlying Equities and Depositary Receipts may be replaced by another Reference Item. The occurrence of such corporate events and the consequential amendments may materially and adversely affect the value of the Securities.

***Additional considerations relevant for Index Linked Securities or Equity Linked Securities where an equity security, basket of equity securities or equity index is the Reference Item***

Except as specified in the applicable Conditions, in relation to Physical Delivery Securities, Holders will not have voting rights or rights to receive dividends or other distributions or any other rights that holders of the reference equity securities would have and Holders will not have any beneficial interest in or right to acquire the reference equity securities or any derivative instruments related thereto.

The Calculation Agent may not be required to make an adjustment for every event that can affect the reference index or equity securities. If an event occurs that does not require the Issuer to adjust the amount payable at maturity in respect of the reference equity security or reference index, the market price of the associated Reference Item Linked Securities and the amount of interest or the principal amount payable at the maturity may be materially and adversely affected.

The Issuer or one or more of its affiliates may, at present or in the future, engage in business with an Equity Issuer or its competitors, including making loans to or equity investments in an Equity Issuer or its competitors or providing either with investment banking, asset management or other advisory services, including merger and acquisition advisory services. These activities may present a conflict between the Issuer's or its affiliates' obligations and the interests of Holders. Moreover, the Issuer or one or more of its affiliates may have published and may in the future publish research reports on an Equity Issuer or upon any reference index which may be modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Reference Item Linked Securities. Any of these activities could affect the price of the reference equity securities or index and, therefore, the value of the associated Reference Item Linked Securities.

If the Issuer and its affiliates are not affiliated with the Equity Issuers, the Issuer will have no ability to control or predict the actions of these issuers, including any corporate actions of the type that would require the Issuer to adjust the amount payable on the Reference Item Linked Securities, and will have no ability to control the public disclosure of these corporate actions or any other events or circumstances affecting the Equity Issuers. The Equity Issuers will have no obligation to consider the interests of Holders in taking any corporate actions that might affect the value of the associated Reference Item Linked Securities. The Equity Issuers may take actions that will adversely affect the value of the associated Reference Item Linked Securities. None of the money paid for the Reference Item Linked Securities will go to the Equity Issuers.

Neither the Issuer nor any of its affiliates assumes any responsibility for the adequacy or accuracy of the information about the Equity Issuers contained in any terms supplement or in any publicly available filings made by the Equity Issuers. Prospective investors should make their own investigation into the relevant Equity Issuers.

*Additional Disruption Events (Index Linked Securities, and Equity Linked Securities and Fund Linked Securities only)*

If certain Additional Disruption Events are specified as applying in the applicable Final Terms, the Securities will be subject to adjustment or may be redeemed or cancelled (as applicable) upon the occurrence of any of the Additional Disruption Events specified as applying in the applicable Final Terms.

**"Additional Disruption Events"** may include change in law, hedging disruption, increased cost of hedging and/or insolvency filings.

*Commodity Linked Securities*

The Issuer may issue Securities where amounts payable are dependent upon the price or changes in the price of a commodity or basket of commodities or in the case of Exempt Securities where, depending on the price or change in the price of the commodity or basket of commodities, on maturity, redemption or settlement (as applicable) the Issuer may be obliged

to deliver specified assets other than commodities (together “**Commodity Linked Securities**”).

Potential investors in any such Securities should be aware that depending on the terms of the Commodity Linked Securities (i) they may receive no or a limited amount of interest or additional amounts, as applicable, (ii) payments or delivery of any specified assets may occur at a different time than expected and/or (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the price of the commodity or commodities may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the commodity or basket of commodities may affect the actual yield to investors, even if the average level is consistent with their expectations. In particular, Commodity Linked Securities, which are related to the value of commodities, tend to be more volatile than traditional securities investments. The market values of commodities tend to be highly volatile. Commodity market values are not related to the value of a future income or earnings stream, as tends to be the case with fixed-income and equity investments, but are subject to variables of specific application to commodities markets. These variables include changes in supply and demand relationships, governmental programmes and policies, national and international monetary, trade, political, judicial and economic events, changes in interest and exchange rates, speculation and trading activities in commodities and related contracts, weather, and agricultural, trade, fiscal and exchange control policies. These factors may have a larger impact on commodity prices and commodity-linked instruments than on traditional fixed-income and equity securities. Further, in general, the earlier the change in the price or prices of the commodities, the greater the effect on yield.

The market price of such Securities may be volatile and may depend on the time remaining to the redemption or expiration date (as applicable) and the volatility of the price of the commodities. The price of commodities may be affected by economic, financial and political events in one or more jurisdictions, including factors affecting the exchange(s) or quotation system(s) on which any such commodities may be traded.

Commodity Linked Securities which are linked to commodity futures contracts may provide a different return from Commodity Linked Securities linked to the relevant physical commodity and will have certain other risks.

The price of a futures contract on a commodity will generally be at a premium or at a discount to the spot price of the commodity. This discrepancy is due to such factors as (i) the need to adjust the spot price due to related expenses (e.g., 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 commodity, 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 commodity 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. Futures contract prices in various commodities occasionally exceed the daily limit for several days with little or no trading. Such losses could have an adverse effect on the return of Commodity Linked 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 commodities or futures contracts on such commodities and adversely affect the value of the Commodity Linked Securities.

Commodity futures contracts have a predetermined expiration date. Holding a commodity futures contract until expiration will result in delivery of the underlying physical commodity or the requirement to make or receive a cash settlement. Alternatively, “rolling” the commodity futures contract means that the commodity futures contract that is nearing expiration (the “**near-dated commodity contracts**”) is sold before it expires and a commodity futures contract that has an expiration date further in the future (the “**longer-dated commodity contracts**”) is purchased. In order to maintain an ongoing exposure to such commodities “rolling” of the applicable commodity futures contracts is applied.

“Rolling” can affect the value of an investment in commodities in a number of ways, including:

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

Where a commodity futures contract is in contango this is expected to (though may not) have a negative effect over time. Where a commodity futures contract is in backwardation this is expected to (though may not) have a positive effect over time. Where a commodity contract is in contango, then the price of the longer-dated commodity 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 on an investment in the commodity contract. Where a commodity contract is in backwardation, then the price of the longer-dated commodity contract is expected to (but may not) increase over time as it nears expiry. In such event, the investment in the relevant commodity futures contract is expected to (but may not) be positively affected.

Commodity Indices are indices which track the performance of one or more commodity futures contracts relating to certain commodities, depending on the particular index. The weighting of the respective commodities included in a commodity index will depend on the particular index, and is generally described in the relevant index rules of the index. Commodity Indices usually apply “rolling” of the component commodity contracts in order to maintain an ongoing exposure to such commodities. Accordingly, the same effects as described above with regard to “rolling” also apply with regard to the index level of a Commodity Index.

Commodities are generally divided into four main classes and Commodity Indices may include one or more of these: (i) Metals: which can be subdivided into base metals such as aluminium, copper, nickel, lead and zinc, and precious metals such as gold, silver, platinum and palladium; (ii) Agriculture: which includes corn, soybeans, wheat, sugar, cocoa, cotton and coffee; (iii) Energy: which includes crude oil, gasoline, heating oil and natural gas; and (iv) Livestock: which includes cattle and hogs. Specific risk factors in respect of each of these classes of Commodities are set out below:

***Additional Risks Associated with Commodity Linked Securities linked to Aluminium, Copper, Lead, Nickel or Zinc***

*Commodity Linked Securities may be subject to certain risks specific to aluminium, copper, lead, nickel or zinc.*

Aluminium, copper, lead, nickel and zinc are industrial metals. Consequently, in addition to factors affecting commodities generally that are described above, Commodity Linked Securities that are linked to the price of aluminium, copper, lead, nickel or zinc may be subject to a number of additional factors specific to industrial metals that might cause price volatility. These may include, among others:

- (i) changes in the level of industrial activity using industrial metals including the availability of substitutes such as man-made or synthetic substitutes;
- (ii) disruptions in the supply chain, from mining to storage to smelting or refining;
- (iii) adjustments to inventory;
- (iv) variations in production costs, including storage, labour and energy costs;
- (v) costs associated with regulatory compliance, including environmental regulations; and
- (vi) changes in industrial, government and consumer demand, both in individual consuming nations and internationally.

These factors interrelate in complex ways, and the effect of one factor on the market value of Commodity Linked Securities linked to the price of any industrial metal may offset or enhance the effect of another factor.

***The London Metal Exchange's (the "LME") use of or omission to use price controls may result in limited appreciation but unlimited depreciation in the price of certain industrial metals futures contracts traded on LME and, therefore, the value of Commodity Linked Securities linked to the price of such metals.***

United States exchanges have "daily limits" (as described above) that may occur during a single business day. In contrast, futures contracts on aluminium, copper, lead, nickel or zinc that are traded on LME are not subject to "daily limits". In a declining market, therefore, it is possible that prices for one or more contracts traded on LME would continue to decline without limitation within a trading day or over a period of trading days. A steep decline in the price of the futures contract could have a significant adverse impact on the value of any Commodity Linked Securities linked to such aluminium, copper, lead, nickel or zinc futures contracts.

Moreover, LME has discretion to impose "backwardation limits" by permitting short sellers who are unable to effect delivery of an underlying commodity and/or borrow such commodity at a price per day that is no greater than the backwardation limit to defer their delivery obligations by paying a penalty in the amount of the backwardation limit to buyers for whom delivery was deferred. Backwardation limits tend to either constrain appreciation or cause depreciation of the prices of futures contracts expiring in nearby delivery months. Impositions of backwardation limits could adversely affect the value of any Commodity Linked Securities linked to such aluminium, copper, lead, nickel or zinc futures contracts.

***Contracts traded on LME are exposed to concentration risks beyond those characteristic of futures contracts on United States futures exchanges.***

Futures contracts traded on United States futures exchanges generally call for delivery of the physical commodities to which such contracts relate in stated delivery months. In contrast, contracts traded on LME may call for delivery on a daily, weekly or monthly basis. As a result, there may be a greater risk of a concentration of positions in contracts trading on LME on particular delivery dates than for futures contracts traded on United States futures exchanges, since, for example, contracts calling for delivery on a daily, weekly or monthly basis could call for delivery on the same or approximately the same date. Such a concentration of positions, in turn, could cause temporary aberrations in the prices of contracts traded on LME for delivery dates to which such positions relate. To the extent such aberrations are in evidence on a given pricing date with respect to the price of any such futures contract, they could adversely affect the value of any Commodity Linked Securities linked to such futures contracts.

***Additional Risks Associated with Commodity Linked Securities linked to Cocoa, Coffee, Corn, Cotton, Soybeans, Sugar or Wheat***

*Commodity Linked Securities may be subject to certain risks specific to cocoa, coffee, corn, cotton, soybeans, sugar or wheat.*

Cocoa, coffee, corn, cotton, soybeans, sugar and wheat are agricultural commodities. Cocoa, coffee, cotton and sugar are soft commodities; corn, soybeans and wheat are grains. Consequently, in addition to factors affecting commodities generally that are described above, Commodity Linked Securities that are linked to the price of cocoa, coffee, corn, cotton, soybeans, sugar or wheat may be subject to a number of additional factors specific to agricultural commodities and softs or grains that might cause price volatility. These may include, among others:

- (i) weather conditions, including floods, drought and freezing conditions;
- (ii) changes in government agricultural policies;
- (iii) changes in global demand for food or clothing;
- (iv) planting decisions;
- (v) changes in bio-diesel or ethanol demand; and
- (vi) changes in demand for agricultural products, softs or grains both with end users and as inputs into various industries.

These factors interrelate in complex ways, and the effect of one factor on the market value of Commodity Linked Securities linked to the price of cocoa, coffee, corn, cotton, soybeans, sugar or wheat, may offset or compound the effect of another factor.

***Additional Risks Associated with Commodity Linked Securities linked to Crude Oil or Natural Gas***

*Commodity Linked Securities may be subject to certain risks specific to crude oil or natural gas.*

Crude oil and natural gas are energy-related commodities. Consequently, in addition to factors affecting commodities generally that are described above, Commodity Linked

Securities linked to the price of crude oil or natural gas may be subject to a number of additional factors specific to energy-related commodities that might cause price volatility. These may include, among others:

- (i) changes in the level of industrial and commercial activity with high levels of energy demand;
- (ii) disruptions in the supply chain or in the production or supply of other energy sources;
- (iii) price changes in alternative sources of energy;
- (iv) adjustments to inventory;
- (v) variations in production and shipping costs;
- (vi) costs associated with regulatory compliance, including environmental regulations; and
- (vii) changes in industrial, government and consumer demand, both in individual consuming nations and internationally.

These factors interrelate in complex ways and the effect of one factor on the market value of Commodity Linked Securities linked to the price of crude oil or natural gas may offset or compound the effect of another factor.

***Additional Risks Associated with Commodity Linked Securities linked to Gold, Silver, Platinum or Palladium***

*Commodity Linked Securities may be subject to certain risks specific to gold, silver, platinum or palladium.*

Gold, silver, platinum and palladium are precious metals. In addition to factors affecting commodities generally that are described above, Commodity Linked Securities linked to the price of gold, silver, platinum or palladium may be subject to a number of additional factors specific to precious metals that might cause price volatility. These may include, among others:

- (i) disruptions in the supply chain, from mining to storage to smelting or refining;
- (ii) adjustments to inventory;
- (iii) variations in production costs, including storage, labour and energy costs;
- (iv) costs associated with regulatory compliance, including environmental regulations;
- (v) changes in industrial, government and consumer demand, both in individual consuming nations and internationally;
- (vi) precious metal leasing rates;
- (vii) currency exchange rates;
- (viii) level of economic growth and inflation; and
- (ix) the degree to which consumers, governments, corporate and financial institutions hold physical gold as a safe haven asset (hoarding) which may be caused by a banking crisis/recovery, a rapid change in the value of other assets (both financial and physical) or changes in the level of geopolitical tension.

These factors interrelate in complex ways, and the effect of one factor on the market value of Commodity Linked Securities linked to the price of gold, silver, platinum or palladium, may offset or compound the effect of another factor.

***Additional Risks Associated with Securities linked to Lean Hogs or Live Cattle***

*Commodity Linked Securities may be subject to certain risks specific to lean hogs or live cattle.*

Lean hogs and live cattle are a type of livestock. Consequently, in addition to factors affecting commodities generally that are described above, Commodity Linked Securities linked to the price of lean hogs or live cattle may be subject to a number of additional factors specific to livestock that might cause price volatility. These may include, among others:

- (i) weather conditions, including floods, drought and freezing conditions;
- (ii) disease and famine;
- (iii) changes in government agricultural and/or livestock policies; and
- (iv) changes in end-user demand for livestock.

These factors interrelate in complex ways, and the effect of one factor on the market value of Commodity Linked Securities linked to the price of lean hogs or live cattle, may offset or enhance the effect of another factor.

*Fund Linked Securities*

***General***

The Issuer may issue Securities where the amounts payable are dependent upon the price or changes in the price of one or more Fund Interests or Fund Shares or where, depending on the price or changes in the price of one or more Fund Interests or Fund Shares, the Issuer has an obligation to deliver specified assets. Accordingly, an investment in Fund Linked Securities may bear similar market risks to a direct fund investment and investors should take advice accordingly. Funds may also include exchange traded funds (“**ETFs**”) and Fund Linked Securities which are cash settled and not Exempt Securities will be linked to ETFs only.

Potential investors in any such Securities should be aware that depending on the terms of the Fund Linked Securities (i) they may receive no or a limited amount of interest or additional amounts, as applicable, (ii) payments or delivery of any specified assets may occur at a different time than expected and (iii) they may lose all or a substantial portion of their investment. In addition, the movements in the price of one or more Fund Shares or Fund Interests may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices and the timing of changes in the relevant price of the one or more Fund Shares or Fund Interests may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the price or prices of one or more Fund Shares or Fund Interests, the greater the effect on yield.

Neither the Issuer nor its affiliates have the ability to control or predict the actions of the Fund Adviser or other Fund Service Provider. The Fund Adviser is not involved in the offer of the Securities in any way and has no obligation to consider the interests of the Holders in taking any corporate actions that might affect the value of the Securities.

The Issuer will have no role in the relevant Fund. The Fund Adviser is responsible for making strategic, investment and other trading decisions with respect to the management of the Fund, consistent with its investment objectives and/or investment restrictions as set out in its constitutive documents. The manner in which a Fund is managed and the timing of such decisions will have a significant impact on the performance of the Fund. Hence, the price which is used to calculate the performance of the Fund is also subject to these risks. Set out below are risks common to any fund or funds and are not specific to the Fund. These risks include:

- (i) the risk that the share price of one or more of the assets in the Fund's portfolio will fall, or will fail to rise. Many factors can adversely affect an asset's performance, including both general financial market conditions and factors related to a specific asset or asset class;
- (ii) general macro-economic or asset class specific factors, including interest rates, rates of inflation, financial instability, lack of timely or reliable financial information or unfavourable political or legal developments;
- (iii) asset allocation policies of the Fund Adviser;
- (iv) credit quality and the risk of default of one of the hedge funds or of assets generally held in the Fund;
- (v) the risk that the Fund's investment objectives and/or investment restrictions as set out in its constitutive documents are materially changed, not complied with or the method of calculating the Net Asset Value is materially changed;
- (vi) the risk that the Fund is liquidated, dissolved or otherwise ceases to exist or it or its Fund Adviser is subject to a proceeding under any applicable bankruptcy, insolvency or other similar law; and
- (vii) the risk that the Fund is subject to a fraudulent event.

Prospective investors in the Securities should be aware that the Fund Adviser will manage the Fund in accordance with the investment objectives of and guidelines applicable to the Fund. Furthermore, the arrangements between the Fund Adviser and the Fund have, in most cases, not been negotiated at arm's length and it is unlikely that the Fund Adviser will be replaced or that additional fund managers and/or fund advisers will be retained.

***Use of estimates***

Potential investors should understand that for certain determinations, the Calculation Agent or the Issuer may be required to rely on (a) values that at the time they are required are only estimated values, and (b) information provided by third parties, such as the Fund Adviser or Fund Service Providers, on the basis of their models, market anticipation and assumptions, the accuracy of which neither the Issuer nor the Calculation Agent has any control, and as such, they may rely on this information without any obligation to verify or otherwise corroborate it.

### ***Changing value***

The value of the Securities may move up or down between the Issue Date and the maturity date, redemption date, settlement date or exercise date (as applicable) and an investor in the Securities in the secondary market during that time or on maturity of the Securities may sustain a significant loss. Factors that may influence the value of the Securities include: the value of the Fund; the creditworthiness of the Issuer in respect of the Securities; and those economic, financial, political and regulatory events that affect financial markets generally (including, for example, interest, foreign exchange and yield rates in the market).

The market price of a Fund Share in an ETF may be volatile and may depend on the time remaining to the redemption date or settlement date (as applicable) and the volatility of the price of a Fund Share and may be affected by the performance of the Fund Service Providers, and in particular the Fund Adviser. The price of a Fund Share may be affected by economic, financial, political and regulatory events that affect financial markets generally (including, for example, factors affecting the exchange(s) or quotation system(s) on which any such Fund Share may be traded).

### ***Prospective investors of the Securities have no rights with respect to a Fund or underlying Fund Shares or Fund Interests***

A prospective investor in Securities has no rights with respect to Fund Shares or Fund Interests including, without limitation, the right to receive dividends or other distributions. None of the Issuer, any Dealers or the Agents or any of their respective affiliates has performed or will perform any investigation or review of any entities that manage a Fund for the purpose of forming a view as to the merit of an investment linked to such Fund. None of the Issuer, any Dealers or the Agents or any of their respective affiliates have performed or will perform any investigation or review of any entities that manage a Fund from time to time, including any investigation of public filings of such entities, for the purpose of forming a view as to the suitability of an investment linked to the Net Asset Value per underlying Fund Interest or Fund Share and they make no guarantee or express or implied warranties in respect of a Fund, a Fund Adviser or any other entity. Accordingly, investors should not conclude that the issue by the Issuer of the Securities is any form of investment recommendation or advice by any of the Issuer, any Dealers or the Agents or any of their respective affiliates.

### ***Fund Events***

Prospective investors should understand that, if a Fund Event is applicable, on the occurrence of any of the Fund Events, the Issuer may require the Calculation Agent: (i) to make such adjustments as it determines appropriate, including delaying any determination date or related payment date until it determines that no Fund Event exists, (ii) select replacement Funds, or (iii) in the case of Notes, redeem the Notes early and pay each Holder the Early Redemption Amount (which in the case of Notes which are not Exempt Securities will be an amount equal to the fair market value of each Note taking into account hedge costs) or, in the case of W&C Securities, cancel the W&C Securities upon payment of an amount in respect of each W&C Security or Unit, as the case may be, equal to the fair market value of each W&C Security or Unit, as the case may be, together with accrued Additional Amounts (if applicable), in each case taking into account hedge costs plus (in the case of Warrants), if already paid, the Exercise Price. “**Fund Events**” may include (depending on the selections made in the applicable Final Terms and whether the Fund is an ETF) Additional Fund Disruption Events (which include Change in Law, Fund Hedging Disruption and Increased Cost of Hedging), Fund Valuation Disruption, Fund Settlement Disruption, Nationalisation,

Insolvency, Fund Insolvency Event, NAV Trigger Event, Adviser Resignation Event, Fund Modification, Strategy Breach, Regulatory Action, Reporting Disruption, Fund Service Provider Cessation, Fund Administration Disruption and Related Agreement Termination.

### ***Fund Potential Adjustment Events***

Following the declaration by a Fund of any Fund Potential Adjustment Event, the Calculation Agent may determine to make adjustments to the terms of the Fund Linked Securities.

### ***Exchange Traded Funds***

In the case where the Fund is an ETF, if De-listing, Insolvency, Material Underlying Event (which includes events in relation to the ETF and/or Fund Share which is materially prejudicial to the Issuer in connection with the issue of the Fund Linked Securities or any related hedging arrangement) and/or Merger Event, Nationalisation and/or Tender Offer occurs, the Securities will also be subject to adjustment or in the case of Notes, early redemption at an amount equal to the fair market value of each Note taking into account hedge costs, in the case of Notes which are not Exempt Notes or at the Early Redemption Amount specified in the applicable Pricing Supplement, in the case of Notes which are Exempt Securities, or, in the case of W&C Securities, cancellation upon payment of an amount to each Holder in respect of each W&C Security or Unit, as the case may be, determined by reference to the fair market value of each W&C Security or Unit, as the case may be, taking into account hedging costs.

If Fund Potential Adjustment Events occur, prospective purchasers should note that the Securities will be subject to adjustment.

The Calculation Agent may determine that an event giving rise to a Disrupted Day has occurred at any relevant time. Any such determination may have an effect on the timing of valuation and consequently the value of the Securities and/or may delay any applicable redemption payments, or settlement. Prospective purchasers should review the Conditions and the applicable Final Terms to ascertain whether and how such provisions apply to the Securities.

### ***Credit Linked Securities***

In the case of Exempt Securities only, the Issuer may issue Securities where amounts payable are dependent upon whether certain events have occurred in respect of a specified entity (the “**Reference Entity**”) and, if so, on the value of certain specified assets of the Reference Entity or where, if such events have occurred, on redemption the Issuer’s obligation is to deliver certain specified assets.

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

The market price of such Securities may be volatile and will be affected by, amongst other things, the time remaining to the redemption or expiry date and the financial condition and creditworthiness of the Reference Entity which in turn may be affected by the economic, financial and political events in one or more jurisdictions or industries and changes in prevailing interest rates.

Where the Securities provide for physical delivery, the 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 Settlement Date or Redemption Date or (b) assets which the Hedging Entity has not received under the terms of any transaction entered into by Hedging Entity to hedge the 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 or settlement. Prospective purchasers should review the relevant Conditions of the Securities and the applicable Pricing Supplement to ascertain whether and how such provisions should apply to the Securities.

The Issuer's obligations in respect of Credit Linked Securities are irrespective of the existence or amount of the Issuer's and/or any affiliates' credit exposure to a Reference Entity and the 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.

#### *Preference Share Linked Notes*

The Issuer may issue Notes ("**Preference Share Linked Notes**") where the amounts payable are dependent upon the changes in the value of certain preference shares (the "**Preference Shares**") issued by RBC GELP (UK) Limited (the "**Preference Share Issuer**"), 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 Preference Shares (the "**Preference Share Terms**"). 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 Linked Notes will be adversely affected. Purchasers of Preference Share Linked Notes risk losing all or a part of their investment if the value of the Preference Shares falls.

Potential investors in any such Notes should be aware that an investment in Preference Share Linked Notes will entail significant risks not associated with a conventional debt or equity security. Potential investors in Preference Share Linked Notes should conduct their own investigations and, in deciding whether or not to purchase the Preference Share Linked Notes, should form their own views of the merits of an investment linked to the Preference Shares in question based upon such investigations and not in reliance on any information given in this document.

*Potential investors in Preference Share Linked Notes should consider carefully the Risk Factors set out in this Base Prospectus.*

As set out below, Preference Share Linked Notes will be subject to early redemption if an Extraordinary Event or, if applicable, an Additional Disruption Event occurs or if a Preference Share Early Redemption Event occurs. In these circumstances the Issuer may redeem the Notes at the Early Redemption Amount. The Early Redemption Amount may be less (and in certain circumstances, significantly less) than investors' initial investment.

### ***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 or basket of commodities, 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 relevant Preference Share Terms. ***Consequently potential investors should also consider the risk factors set out on pages 66 to 124 in respect of the risks involved in investing in Securities (in this case the Preference Shares) linked to certain Reference Item(s).***

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

Investors should review the Preference Share Terms and consult with their own professional advisers.

### ***Credit and Fraud Risk of Preference Share Issuer***

Preference Share Linked Notes are linked to the performance of the relevant Preference Shares. Investors bear the risk of an investment in the Preference Share Issuer. The value of the Preference Share Linked Notes is dependent on the value of the Preference Shares, which will depend in part on the creditworthiness of the Preference Share Issuer, which may vary over the term of the Preference Share Linked Notes. 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 Linked Notes.

### ***Potential conflicts of interest***

The Bank is the Issuer and unless otherwise specified in the Final Terms, RBC Capital Markets, LLC is the Calculation Agent in respect of Preference Share Linked Notes and also acts as calculation agent in respect of the Preference Shares (the “**Preference Share Calculation Agent**”). The Bank and RBC Capital Markets, LLC are affiliates. As a result of this relationship, potential conflicts of interest may arise for the Bank and RBC Capital Markets, LLC in acting in their respective capacities. Subject to any relevant regulatory obligations, the Issuer and the Preference Share Calculation Agent owe no duty or responsibility to any Holder to avoid any conflict or to act in the interests of any Holder. The Preference Share Issuer may also rely on other RBC group entities (including the Preference Share Calculation Agent) or other service providers to perform its operational requirements. In the event any relevant RBC group entity or other service provider fails to perform any obligations, this may adversely affect the value of the Preference Shares and potentially the amounts payable under the Notes.

In addition to providing calculation agency services to the Preference Share Issuer, RBC Capital Markets, LLC or any of its affiliates may perform further or alternative roles relating to the Preference Share Issuer and any series of Preference Shares including, but not limited to, being involved in arrangements relating to any Preference Share Underlying (for example as

calculation agent). Further, RBC Capital Markets, LLC or any of its affiliates (including the Bank) may contract with the Preference Share Issuer and/or enter into transactions, including hedging transactions, which relate to the Preference Share Issuer, the Preference Shares or any Preference Share Underlying and as a result RBC Capital Markets, LLC may face a conflict between its obligations as Preference Share Calculation Agent and its and/or its affiliates' interests in other capacities.

### ***Determination of Extraordinary Events and Additional Disruption Events***

The Calculation Agent may determine the occurrence of a Merger Event, Tender Offer, Insolvency or Additional Disruption Event in relation to the Preference Share Linked Notes. Upon such determination, the Issuer may, at its option, redeem the Preference Share Linked Notes in whole at the Early Redemption Amount, which may be less than the amount invested in the Preference Share Linked Notes. Holders will not benefit from any appreciation of the Preference Shares that may occur following such redemption.

### ***No ownership rights***

An investment in Preference Share Linked Notes 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.

### ***Hedging activities of the Issuer and affiliates***

The Issuer or its affiliates may carry out hedging activities related to the Preference Share Linked Notes, including purchasing the Preference Shares and/or purchasing or entering into contracts relating to the Preference Share Underlying, but will not be obliged to do so. Certain of the Issuer's affiliates may also purchase and sell the Preference Shares and/or purchase and sell or enter into contracts relating to the Preference Share Underlying on a regular basis as part of their regular business. Any of these activities could adversely affect the value of the Preference Share Underlying and, accordingly, the value of the Preference Shares and the Preference Share Linked Notes.

### ***Currency Linked Securities***

The Issuer may issue Securities where amounts payable are dependent upon movements in currency exchange rates or are payable in one or more currencies which may be different from the currency in which the Securities are denominated ("**Currency Linked Securities**"). Accordingly, an investment in Currency Linked Securities may bear similar market risks to a direct foreign exchange investment and investors should take advice accordingly. An investment in Currency Linked Securities will entail significant risks not associated with a conventional debt security.

Potential investors in any Currency Linked Securities should be aware that depending on the terms of the Currency Linked Securities (i) they may receive no or a limited amount of interest, (ii) payments or, in the case of Exempt Securities, delivery of any specified assets may occur at a different time than expected and/or (iii) except in the case of principal protected Securities, they may lose all or a substantial portion of their investment if the applicable currency exchange rates do not move in the anticipated direction.

In addition, the movements in currency exchange rates may be subject to significant fluctuations that may not correlate with changes in interest rates or other indices and the timing of changes in the exchange rates may affect the actual yield to investors, even if the

average level is consistent with their expectations. In general, the earlier the change in the price of the currency exchange rates, the greater the effect on yield.

If the Final Redemption Amount, Cash Settlement Amount, interest or additional amounts payable, or, in the case of Exempt Securities, Entitlement deliverable, are determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the currency exchange rates on the Final Redemption Amount, Cash Settlement Amount, interest or additional amounts payable, or Entitlement deliverable, will be magnified.

Fluctuations in exchange rates of the relevant currency (or the relevant currencies contained in a basket of currencies) will affect the value of Currency Linked Securities. Furthermore, investors who intend to convert gains or losses from the exercise, redemption or sale of Currency Linked Securities into their home currency may be affected by fluctuations in exchange rates between their home currency and Settled Currency (as defined below) of the Securities. Currency values may be affected by complex political and economic factors, including, without limitation, governmental action to fix or support the value of a currency/currencies, regardless of other market forces (see "*Exchange rate risks and exchange controls*" below).

#### *Early Redemption, Exercise or Cancellation*

Following any early redemption, cancellation or exercise (as applicable), an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate or additional amount rate on the relevant Securities 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.

*Notes which are issued with variable interest rates or which are structured to include a multiplier or other leverage factor are likely to have more volatile market values than more standard securities*

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features, their market values may be even more volatile than those for securities that do not include those features.

*Inverse Floating Rate Notes will have more volatile market values than conventional Floating Rate Notes*

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of those Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

#### *FX Quanto Risk*

Exempt Notes may incorporate a "quanto" feature because the currency of the Reference Item(s) is different to the currency of the Notes. This feature means when calculating the return of the Notes, the performance of the Reference Item(s) in their base currency is not adjusted to account for the exchange rate between the currencies at such time. Investors

should also be aware that movements in interest rates for deposits in such currencies will affect the valuation of a Note including this feature. This exposure to currency exchange fluctuations may come at a cost or benefit the investor depending on how currency exchange rates move during the term of the Note. Currency exchange rates may be volatile and subject to unpredictable changes over the term of the Note.

#### *FX Adjustment Risk*

Exempt Notes may incorporate an exchange rate adjustment feature because the currency of the Reference Item(s) is different to the currency of the Notes. This feature provides an adjustment for the effect of exchange rate fluctuations on the return of the Notes. Hence when calculating the return of the Notes, the performance of the Reference Item(s) in their base currency is adjusted to account for the exchange rate between the currencies at such time. Investors should also be aware that movements in interest rates for deposits in such currencies will affect the valuation of a Note including this feature. This exposure to currency exchange fluctuations may come at a cost or benefit to the investor depending on how currency exchange rates move during the term of the Notes. Currency exchange rates may be volatile and subject to unpredictable changes over the term of the Note.

#### *Cap on Return*

If there is a cap on the level of payments which can be made under the Securities, then the maximum possible return on the Securities will be limited to that cap. The return will therefore not increase even if the Reference Item(s) outperform(s) the stated maximum return. If the underlying Reference Item(s) substantially outperform(s) the stated maximum return, an investment in the Securities may not be as attractive as a direct investment in the underlying Reference Item(s), where this is possible.

### **3.8 Risks relating to Securities denominated in Renminbi**

Securities denominated in Renminbi (“**Renminbi Securities**”) may be issued under the Programme. Renminbi Securities are subject to particular risks for potential investors, including:

*Renminbi is not freely convertible; there are significant restrictions on remittance of Renminbi into and out of the PRC which may adversely affect the liquidity of Renminbi Securities.*

Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies, including the euro. However, there has been significant reduction in control by the PRC government in recent years, particularly over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

On the other hand, remittance of Renminbi by foreign investors into the PRC for the settlement of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are being developed.

On November 30, 2015, the Executive Board of the International Monetary Fund decided that effective from October 1, 2016 the Renminbi will be included in the Special Drawing Right basket as the fifth currency, along with the U.S. dollar, the euro, Japanese Yen and Sterling.

There is no assurance that the PRC government will continue to liberalise control over cross-border Renminbi remittances in the future, that the schemes for Renminbi cross-border utilisation will not be discontinued or that new PRC regulations will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or outside the PRC. If the Issuer decided to remit some or all of the proceeds of issue of RMB Securities into the PRC in Renminbi, its ability to do so will be subject to obtaining (without guarantee) all necessary approvals from, or registration with, the relevant PRC government authorities. If the Issuer does remit some or all of the proceeds of issue of RMB Securities into the PRC in Renminbi and the Issuer subsequently is not able to repatriate funds outside the PRC in Renminbi, this may affect the ability of the Issuer to source Renminbi to perform its obligations under the Renminbi Securities.

*There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of Renminbi Securities and the Issuer's ability to source Renminbi outside the PRC to service such Renminbi Securities.*

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside the PRC is limited. Whilst the People's Bank of China (the "PBOC") has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the "**Renminbi Clearing Banks**"), including but not limited to Hong Kong, Singapore and London and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the "**Settlement Arrangements**"), the current size of Renminbi denominated financial assets outside the PRC remains limited.

There are restrictions imposed by the PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from the PBOC. The Renminbi Clearing Banks only have access to onshore liquidity support from the PBOC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC regulations will not be promulgated or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of the Issuer's Renminbi Securities. To the extent the Issuer is required to source Renminbi in the offshore market to service its Renminbi Securities, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all.

*An investment in Renminbi Securities is subject to exchange rate risks*

The value of the Renminbi against the U.S. dollar and other foreign currencies fluctuates from time to time and is affected by changes in the PRC and international political and economic conditions as well as many other factors. Recently, the PBOC implemented changes to the way it calculates the Renminbi's daily midpoint against the U.S. dollar to take into account market-maker quotes before announcing such daily midpoint. This change and others that may be implemented, may increase the volatility in the value of the Renminbi against other currencies. Except in the limited circumstances as described in the Conditions, the Issuer will make all payments of interest and principal with respect to the Renminbi Securities in Renminbi. As a result, the value of these Renminbi payments in U.S. dollars or other applicable foreign currency terms may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against the U.S. dollar or other applicable foreign currency, the value of a Holder's investment in U.S. dollar or other applicable foreign currency terms will have declined.

*An investment in Renminbi Securities is subject to currency risk*

If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay amounts on the Renminbi Securities when due, in whole or in part, in Renminbi as a result of Inconvertibility, Non-Transferability or Illiquidity, the Issuer shall be entitled, on giving not less than five nor more than 30 days' irrevocable notice to the Holders prior to the due date for payment, to settle any such payment, in whole or in part, in U.S. dollars on the due date at the U.S. dollars Equivalent (as defined in the Conditions) of any such amount otherwise payable in Renminbi. See also "*If an investor holds Securities which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding. In addition, the imposition of exchange controls or certain other specified events in relation to any Securities could result in an investor not receiving payments on those Securities*" below.

*Payments in respect of Renminbi Securities will only be made to investors in the manner specified in the terms and conditions of the relevant Securities*

Holders of beneficial interests in the Renminbi Securities may be required to provide certifications and other information (including Renminbi account information) in order to allow such holder to receive payments in Renminbi in accordance with the Renminbi clearing and settlement system for participating banks in the Relevant Renminbi Settlement Centre(s) (as defined in the Conditions).

All Renminbi payments to investors in respect of the Renminbi Securities will be made solely (i) for so long as the Renminbi Securities are in global form held with the common depository or common safe-keeper, as the case may be, for Euroclear and Clearstream, Luxembourg or any alternative clearing system, by transfer to a Renminbi bank account maintained in the Relevant Renminbi Settlement Centre in accordance with prevailing rules and procedures of those clearing systems or (ii) for so long as the Renminbi Securities are in definitive form, by transfer to a Renminbi bank account maintained in the Relevant Renminbi Settlement Centre in accordance with prevailing rules and regulations. Other than as described in the Conditions, the Issuer cannot be required to make payment in relation to Renminbi Securities by any other means (including in any other currency or by transfer to a bank account in the PRC).

*There may be PRC tax consequences with respect to investment in the Renminbi Securities*

In considering whether to invest in the Renminbi Securities, investors should consult their individual tax advisers with regard to the application of PRC tax laws to their particular situations as well as any tax consequences arising under the laws of any other tax jurisdictions. The value of the Holder's investment in the Renminbi Securities may be materially and adversely affected if the Holder is required to pay PRC tax with respect to acquiring, holding or disposing of and receiving payments under those Renminbi Securities.

### **3.9 Risks related to payment on the Securities in an Alternative Currency**

The Issuer's primary obligation is to make all payments of interest, principal and other amounts with respect to Securities in the relevant Specified Currency or Settlement Currency (as applicable). However, if Alternative Currency Payment is specified to be applicable to the Securities and if access to the Specified Currency or Settlement Currency becomes restricted, the Issuer will be entitled to make any such payment in the Alternative Currency at the rates, and in the manner, set out in Condition 9.01 (in the case of W&C Securities) or Condition 18.19 (in the case of Notes).

In such case, the value of the Securities could therefore be affected by fluctuations in the value of the Specified Currency or Settlement Currency, as the case may be, as compared to the Alternative Currency. There is a risk that the exchange rate (or the exchange rates) used to determine the Alternative Currency amount of any payments in respect of the Securities may significantly change (including changes due to devaluation or revaluation of the Specified Currency or Settlement Currency, as the case may be) or that authorities with jurisdiction over such currencies could cause a decrease in (1) the Alternative Currency equivalent yield on the Securities, (2) the Alternative Currency equivalent value of the amount payable in respect of any other amount payable on the Securities and (3) the Alternative Currency equivalent market value of the Securities. Therefore, there is a possibility that the Alternative Currency value of the Securities at the time of any sale or payment, as the case may be, of the Securities may be below the Alternative Currency value of the Securities on investing, depending on the exchange rate at the time of any such sale or payment, as the case may be.

## **4. Risks related to the Securities generally**

Set out below is a description of material risks relating to the Securities generally:

### *Modification and Waivers*

The Conditions of the Securities contain provisions for calling meetings of Holders and passing written resolutions and (other than for Swedish Notes) obtaining electronic consents, in each case in relation to matters affecting their interest generally. These provisions permit defined majorities to bind (and to modify or waive certain terms and conditions of the Securities or covenants and agreements made by the Issuer) all Holders including Holders who do not attend and vote at the relevant meeting or vote by way of written resolution or (other than for Swedish Notes) electronically and Holders who voted in a manner contrary to the majority.

Accordingly, Holders are exposed to the risk that their rights in respect of the Securities are varied against their will, which may result in an investment in any Securities becoming less advantageous to a particular Holder depending on individual circumstances.

Any amendment or variance that may affect the eligibility of the Bail-inable Securities to continue to be treated as TLAC under the TLAC Guidelines or any amendment or variance

pursuant to the Administrator/Benchmark Event provisions in the Note Conditions or W&C Conditions, as applicable, that would change the effective maturity, redemption, exercise or expiration date, as applicable, of Bail-inable Securities shall be of no effect unless the prior approval of the Superintendent has been obtained.

*Canadian bank resolution powers confer substantial powers on Canadian authorities designed to enable them to take a range of actions in relation to the Issuer where a determination is made that the Issuer has ceased, or is about to cease, to be viable and such viability cannot be restored or preserved, which if taken could result in holders or beneficial owners of Securities being exposed to losses*

Under the CDIC Act, in circumstances where the Superintendent is of the opinion that the Issuer has ceased, or is about to cease, to be viable and viability cannot be restored or preserved by exercise of the Superintendent's powers under the Bank Act, the Superintendent, after providing the Issuer with a reasonable opportunity to make representations, is required to provide a report to CDIC, Canada's resolution authority. Following receipt of the Superintendent's report, CDIC may request the Minister of Finance for Canada (the "**Minister of Finance**") to recommend that the Governor in Council (Canada) make an Order (as defined below) and, if the Minister of Finance is of the opinion that it is in the public interest to do so, the Minister of Finance may recommend that the Governor in Council (Canada) make, and on such recommendation, the Governor in Council (Canada) may make, one or more of the following orders (each an "**Order**"):

- vesting in CDIC, the shares and subordinated debt of the Issuer specified in the Order (a "**Vesting Order**");
- appointing CDIC as receiver in respect of the Issuer (a "**Receivership Order**");
- if a Receivership Order has been made, directing the Minister of Finance to incorporate a federal institution designated in the Order as a bridge institution wholly-owned by CDIC and specifying the date and time as of which the Issuer's deposit liabilities are assumed (a "**Bridge Bank Order**"); or
- if a Vesting Order or Receivership Order has been made, directing CDIC to carry out a conversion, by converting or causing the Issuer to convert, in whole or in part – by means of a transaction or series of transactions and in one or more steps – the shares and liabilities of the Issuer that are subject to the Bail-in Regime into common shares of the Issuer or any of its affiliates (a "**Conversion Order**").

Following a Vesting Order or a Receivership Order, CDIC will assume temporary control or ownership of the Issuer and will be granted broad powers under that Order, including the power to sell or dispose of all or a part of the assets of the Issuer, and the power to carry out or cause the Issuer to carry out a transaction or a series of transactions the purpose of which is to restructure the business of the Issuer.

Under a Bridge Bank Order, CDIC has the power to transfer the Bank's insured deposit liabilities and certain assets and other liabilities of the Issuer to a bridge institution. Upon the exercise of that power, any assets and liabilities of the Issuer that are not transferred to the bridge institution would remain with the Issuer, which would then be wound up. In such a scenario, any liabilities of the Issuer, including any outstanding Securities, that are not assumed by the bridge institution could receive only partial or no payment in the ensuing wind-up of the Issuer.

If the CDIC were to take action under the Canadian bank resolution powers with respect to the Issuer, this could result in holders or beneficial owners of Securities being exposed to losses.

*Securities may be subject to write-off, write down or conversion under the resolution powers of authorities outside of Canada*

The Bank has operations in a number of countries outside of Canada, including in particular the United States and the United Kingdom. In accordance with the Financial Stability Board's "Key attributes of effective Resolution Regimes for Financial Institutions" dated October 15, 2014, local resolution authorities should have resolution powers over local branches of foreign firms and the capacity to use their powers either to support a resolution carried out by a foreign home authority (for example, by ordering a transfer of property located in its jurisdiction to a bridge institution established by the foreign home authority) or, in exceptional cases, to take measures on its own initiative where the foreign home authority is not taking action or acts in a manner that does not take sufficient account of the need to preserve the local jurisdiction's financial stability or where other relevant conditions are met. The UK has implemented such powers and, as such, they may apply to the Bank's London branch. It is therefore possible that resolution authorities in countries where the Bank has branches or assets, including the United States and the United Kingdom, may adversely affect the rights of holders of the Securities (particularly those governed by local law where the Branch of Account specified in the applicable Final Terms is in the relevant local jurisdiction), including by using any powers they may have to write down or convert the Securities. For further information on the risks related to the use of resolution powers by authorities in the United Kingdom, please see "*UK resolution risks applicable to the Securities*" above.

*Securities are Structurally Subordinated to the Liabilities of Subsidiaries*

If the Bank becomes insolvent, its governing legislation provides that priorities among payments of its deposit liabilities and payments of all of its other liabilities (including payments in respect of Securities) are to be determined in accordance with the laws governing priorities and, where applicable, by the terms of the indebtedness and liabilities. Because the Bank has subsidiaries, a Holder's right to participate in any distribution of the assets of the Bank's banking or non-banking subsidiaries, upon a subsidiary's dissolution, winding-up, liquidation or reorganization or otherwise, and thus a Holder's ability to benefit indirectly from such distribution, is subject to the prior claims of creditors of that subsidiary, except to the extent that the Bank may be a creditor of that subsidiary and its claims are recognized. There are legal limitations on the extent to which some of the Bank's subsidiaries may extend credit, pay dividends or otherwise supply funds to, or engage in transactions with, the Bank or some of the Bank's other subsidiaries. Accordingly, Securities will be structurally subordinated to all existing and future liabilities of the Bank's subsidiaries, and holders of Securities should look only to the assets of the Bank and not those of its subsidiaries for payments on the Securities.

*No obligation to maintain listing*

The Issuer is not under any obligation to Holders to maintain any listing of Securities and may, in its sole discretion, determine that it is unduly burdensome to maintain such listing and seek to terminate the listing of such Securities provided it uses all reasonable efforts to seek an alternative admission to listing, trading and/or quotation of such Securities by another listing authority, securities exchange and/or quotation system that it deems appropriate (including a market which is not a regulated market for the purposes of the MiFID II or a market outside the EEA). However, if such alternative listing is not available or, in the opinion

of the Issuer is impractical or unduly burdensome, an alternative listing may not be obtained and the Issuer is not obliged to so obtain.

Although there is no assurance as to the liquidity of any Securities as a result of the listing on a regulated market for the purposes of the MiFID II in the EEA or any other market, de-listing such Securities may have a material effect on an investor's ability to (i) continue to hold such Securities or (ii) resell the Securities in the secondary market.

#### *Tax treatment*

The tax treatment of any amount to be paid in relation to the Securities to a Holder may reduce such holder's effective yield on the Securities.

*Market perceptions concerning the instability of the euro, the potential re-introduction of individual currencies within the Euro-zone, or the potential dissolution of the euro entirely, could adversely affect the value of the Securities*

As a result of the credit crisis in Europe, in particular in Greece, Italy, Ireland, Portugal and Spain, the European Commission created the European Financial Stability Facility (the "EFSF") and the European Financial Stability Mechanism (the "EFSM") to provide funding to Euro-zone countries in financial difficulties that seek such support. In March 2011, the European Council agreed on the need for Euro-zone countries to establish a permanent stability mechanism, the European Stability Mechanism (the "ESM"), which will be activated by mutual agreement, to assume the role of the EFSF and the EFSM in providing external financial assistance to Euro-zone countries. As of July 1, 2013, the ESM is the sole and permanent mechanism for responding to new requirements for financial assistance by Euro-zone countries. Despite these measures, concerns persist regarding the debt burden of certain Euro-zone countries and their ability to meet future financial obligations, the overall stability of the euro and the suitability of the euro as a single currency given the diverse economic and political circumstances in individual Member States. These and other concerns could lead to the re-introduction of individual currencies in one or more Member States, or, in more extreme circumstances, the possible dissolution of the euro entirely. Should the euro dissolve entirely, the legal and contractual consequences for holders of euro-denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Securities.

*The value of the Securities could be adversely affected by a change in law or administrative practice*

No assurance can be given as to the impact of any possible judicial decision or change to the laws of the Province of Ontario and the federal laws of Canada applicable therein (in the case of Securities governed thereby) or English law (in the case of Securities governed thereby) or administrative practice after the date of this Base Prospectus and before the date on which the relevant Securities are issued and any such change could materially adversely impact the value of any Securities affected by it.

*Investors in Bearer Notes who hold less than the minimum Specified Denomination (including after a partial Bail-in Conversion or any other resolution action) may be unable to sell their Bearer Notes and may be adversely affected if definitive Bearer Notes are subsequently to be issued*

In relation to any issue of Bearer Notes which has denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Bearer Notes may be traded in the clearing systems in amounts in excess of the minimum Specified Denomination that are not integral multiples of such minimum Specified Denomination. In addition, in the case of a partial Bail-in Conversion or any other resolution action in respect of Bearer Notes, a Holder may, as a result of such partial Bail-in Conversion or any other resolution action, end up with an amount that is less than the minimum Specified Denomination. In either such case, a Holder who, as a result of trading such amounts, or such a partial Bail-in Conversion or any other resolution action, holds an amount which is less than the minimum Specified Denomination in its account with the relevant clearing system would not be able to sell the remainder of such holding without first purchasing a principal amount of Bearer Notes at or in excess of the minimum Specified Denomination such that its holding amounts to a Specified Denomination. Further, a Holder who, as a result of trading such amounts or such a partial Bail-in Conversion or any other resolution action, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive a definitive Bearer Note in respect of such holding (should definitive Bearer Notes be provided) and would need to purchase a principal amount of Bearer Notes at or in excess of the minimum Specified Denominated such that its holding amounts to a Specified Denomination before definitive Bearer Notes are issued to such Holder.

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

#### *Minimum Trading Size Risk*

Securities may, if specified in the applicable Final Terms, be subject to a Minimum Trading Size, in which case such Securities will, for so long as they are held in a clearing system, be transferable only in a principal amount in the case of Notes or in a number in the case of W&C Securities, of not less than such Minimum Trading Size. Notwithstanding the foregoing, such Securities will only be transferable in accordance with the rules of the relevant clearing system.

#### **Canadian Usury Laws**

The *Criminal Code* (Canada) prohibits the receipt of “interest” at a “criminal rate” (namely, an effective annual rate of interest that exceeds 60 per cent.). Accordingly, the provisions for the payment of interest or a Redemption Amount in excess of the aggregate principal amount of the Securities may not be enforceable if the provision provides for the payment of “interest” in excess of an effective annual rate of interest of 60 per cent.

#### **Withholding**

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

### *Foreign Account Tax Compliance Act Withholding may affect payments on the Securities*

The reporting regime and potential withholding tax imposed by sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (“**FATCA**”) may affect payments made to custodians or intermediaries in the 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 their 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. Investors should consult their own tax adviser to obtain a more detailed explanation of FATCA and how FATCA may affect them. 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.

### *Hiring Incentives to Restore Employment Act Withholding*

The U.S. Hiring Incentives to Restore Employment Act imposes a 30 per cent. 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. If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section "*Taxation – Hiring Incentives to Restore Employment Act*".

***Because there is no limit on the amount of additional debt that the Issuer may incur, the Issuer’s ability to make timely payments on the Securities may be affected by the amount and terms of the Issuer’s future debt***

The Issuer’s ability to make timely payments on its outstanding debt may depend on the amount and terms of its other obligations, including any outstanding Securities. There is no limitation on the amount of indebtedness (whether senior or subordinated) that the Issuer may issue in the future. As the Issuer issues additional debt securities under the Programme or incurs other indebtedness, unless its earnings grow in proportion to its debt and other fixed charges, its ability to service the Securities on a timely basis may become impaired.

## **5. Risks related to the market generally**

Set out below is a description of material market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

*An active secondary market in respect of the Securities may never be established or may be illiquid and this would adversely affect the value at which an investor could sell its Securities*

Securities may have no established trading market when issued, and one may never develop. If a market for the Securities does develop, it may not be very liquid and may be sensitive to

changes in financial markets. Therefore, investors may not be able to sell their Securities easily or at prices that will provide them with a yield comparable to similar investments that have a developed liquid secondary market. This is particularly the case should the Issuer be in financial distress, which may result in any sale of the Securities having to be at a substantial discount to their principal amount or inherent value absent the Issuer's financial distress or for Securities that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors (such as Reference Item Linked Securities) or for Securities which are not listed on any stock exchange or for Securities the outstanding number of which is very low. These types of Securities generally would have a more limited secondary market and more price volatility than conventional debt securities. Accordingly, investors must be prepared to hold the Securities to maturity. Also (in the case of American Style W&C Securities) to the extent Exercisable Certificates or Warrants of a particular issue are exercised, the number of W&C Securities of such issue outstanding will decrease resulting in diminished liquidity for the remaining Exercisable Certificates or Warrants, as applicable, of such issue. A decrease in the liquidity of an issue of Exercisable Certificates or Warrants may cause, in time, an increase in the volatility associated with the price of such issue of Exercisable Certificates or Warrants, as applicable.

*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.

The Issuer and any Dealer 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 Dealer may, but is not obliged to, be a market-maker for an issue of Securities and may cease to do so at any time. Even if a Dealer is a market-maker for an issue of Securities, the secondary market for such Securities may be limited. In addition, affiliates of the Issuer (including the Dealer as referred to above) may purchase Securities at the time of their initial distribution and from time to time thereafter. 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.

There may be less liquidity in the market for Securities if those Securities are exclusively offered to retail investors, without any offer to institutional investors. To the extent that an issue of Securities becomes illiquid, an investor may have to wait until the applicable Maturity Date, Redemption Date or Settlement Date of such Securities to realise value.

*There may be price discrepancies with respect to the Securities as between various dealers or other purchasers in the secondary market*

If at any time a third party dealer quotes a price to purchase Securities or otherwise values Securities, that price may be significantly different (higher or lower) from any price quoted by any member of the group comprising Royal Bank of Canada and its subsidiaries. Furthermore, if any Holder sells their Securities, the Holder will likely be charged a commission for secondary market transactions, or the price may reflect a dealer discount.

*If an investor holds Securities which are not denominated in the investor's home currency, he will be exposed to movements in exchange rates adversely affecting the value of his holding.*

*In addition, the imposition of exchange controls or certain other specified events in relation to any Securities could result in an investor not receiving payments on those Securities*

The Issuer will pay amounts on the Securities in (a) the Specified Currency or Settlement Currency (as applicable) (b) if alternative currency payment provisions apply as set out under “*Risks related to payment on the Securities in an Alternative Currency*”, the Alternative Currency or (c) if alternative currency payment provisions apply as set out under “*An investment in Renminbi Securities is subject to exchange rate risks*” above, U.S. dollars (such relevant currency of payment being, the “**Settled Currency**”). This presents certain risks relating to currency conversions if an investor’s financial activities are denominated principally in a currency or currency unit (the “**Investor’s Currency**”) other than the Settled Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Settled Currency or revaluation of the Investor’s Currency) and the risk that authorities with jurisdiction over the Investor’s Currency may impose or modify exchange controls. An appreciation in the value of the Investor’s Currency relative to the Settled Currency would decrease (i) the Investor’s Currency-equivalent yield on the Securities, (ii) the Investor’s Currency-equivalent value of the principal payable on the Securities and (iii) the Investor’s Currency-equivalent market value of the Securities.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate or the ability of the Issuer to make payments in respect of the Securities. As a result, the Cash Settlement Amount or Additional Amounts (in the case of Cash Settled W&C Securities) or the Final Redemption Amount and any interest (in the case of Notes) that investors receive may be less than expected or zero.

#### *Market value of Securities*

The market value of an issue of Securities will be affected by a number of factors independent of the creditworthiness of the Issuer, including, but not limited to:

- (i) the value and volatility of the Reference Item(s);
- (ii) where the Reference Item(s) is/are equity securities, the dividend rate on the Reference Item(s) and the financial results and prospects of the issuer of each Reference Item;
- (iii) market interest and yield rates;
- (iv) fluctuations in exchange rates;
- (v) liquidity of the Securities or any Reference Item(s) in the secondary market;
- (vi) the time remaining to any maturity date, settlement date, redemption date or expiration date (as applicable); and
- (vii) economic, financial and political events in one or more jurisdictions, including factors affecting capital markets generally and the stock exchange(s) on which any Reference Item(s) may be traded.

The price at which a Holder will be able to sell any Securities prior to maturity, redemption, settlement or expiration (as applicable) may be at a discount, which could be substantial, to the market value of such Securities on the issue date, if, at such time, the market price of the

Reference Item(s) is below, equal to or not sufficiently above the market price of the Reference Item(s) on the issue date. The historical market prices of any Reference Item should not be taken as an indication of such Reference Item's future performance during the term of any Security.

*The purchase price of a Security 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 earned by 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.

*Credit ratings assigned to the Issuer or any Securities might not reflect all the risks associated with an investment in those Securities*

One or more independent credit rating agencies may assign credit ratings to the Issuer or the Securities issued under the Programme. The ratings might 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, suspended or withdrawn by the rating agency at any time. Investors may suffer losses if the credit rating assigned to the Securities does not reflect the then creditworthiness of such Securities.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such credit ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). 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, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by 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 credit ratings will be disclosed in the Final Terms.

*Credit ratings of the Issuer*

The value of the Securities may be affected, in part, by investors' general appraisal of the Issuer's creditworthiness. Such perceptions are generally influenced by the ratings accorded to the Issuer's outstanding securities by rating agencies such as Moody's, S&P and Fitch. A reduction in the rating, if any, accorded to outstanding debt securities of the Issuer or to the Issuer itself, by one of these rating agencies, could result in a reduction of the trading value of the Securities.

*Legal investment considerations may restrict certain investments*

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

*Interests of Dealers*

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services for, the Issuer in the ordinary course of business.

In addition, in the ordinary course of their business activities, the Dealers and/or their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account or for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Bank or Bank's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Bank routinely hedge their credit exposure to the Bank consistent with their customary risk management policies. Typically, such Dealers and/or their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Securities issued under the Programme. The Dealers and/or their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

The Issuer may sell Securities to one or more of the Dealers including RBC Europe Limited, which is a wholly-owned indirect subsidiary of the Bank. The terms of the Programme were negotiated at arm's length between the Issuer and the Dealers. In addition to any proceeds from any offering of the Securities under the Programme being applied, directly or indirectly, for the benefit of RBC Europe Limited in its capacity as a wholly-owned indirect subsidiary of the Bank, RBC Europe Limited will receive a portion of any fees and commissions payable in connection with any such offering of Securities in its capacity as a Dealer.

*Certain considerations relating to public offers of the Securities*

If the Securities are distributed by means of a public offer, under certain circumstances indicated in the applicable Final Terms, the Issuer and/or the other entities indicated in the Final Terms will have the right to withdraw or revoke the offer, and the offer will be deemed to be null and void according to the terms indicated in the applicable Final Terms.

Unless otherwise provided in the applicable Final Terms, the Issuer and/or the other entities specified in the applicable Final Terms may terminate the offer early by immediate suspension of the acceptance of further subscription requests and by giving notice to the public in accordance with the applicable Final Terms. Any such termination may occur even where the maximum amount for subscription in relation to that offer (as specified in the applicable Final Terms), has not been reached. In such circumstances, the early closing of

the offer may have an impact on the aggregate number of Securities issued and, therefore, may have an adverse effect on the liquidity of the Securities.

Furthermore, under certain circumstances, the Issuer and/or the other entities indicated in the applicable Final Terms will have the right to extend the Offer Period. In addition, in the event that the Issuer publishes a supplement to the Base Prospectus in accordance with the provisions of the Prospectus Directive, the Issuer and/or the other entities specified in the applicable Final Terms shall reserve also the right, along with the right to extend the Offer Period, to postpone the Issue Date and/or one or more Interest Payment Dates and/or the maturity date of the Securities.

## DOCUMENTS INCORPORATED BY REFERENCE

The following documents, which have previously been published or are published simultaneously with this document and as at the date of this document have been filed with the Central Bank of Ireland and filed with Euronext Dublin (and, in the case of the Registration Document, has also been filed with the United Kingdom Financial Conduct Authority) or filed with another competent authority for the purposes of the Prospectus Directive, are hereby incorporated in, and form part of, this Base Prospectus (subject as provided in paragraph 12 of "General Information and Recent Developments") or, as applicable, form part of the Listing Particulars approved by Euronext Dublin:

(a) the following sections of the Registration Document of the Issuer dated January 31, 2018 (the "**Registration Document**") (available at: [http://www.rns-pdf.londonstockexchange.com/rns/5047D\\_-2018-1-31.pdf](http://www.rns-pdf.londonstockexchange.com/rns/5047D_-2018-1-31.pdf)):

- (i) Risk Factors on pages 1 to 13;
- (ii) Description of Royal Bank of Canada;
  - "History and Development of the Issuer" on page 16;
  - "RBC Group and its Principal Activities and Markets" on pages 16 to 17;
  - "Competition" on page 17;
  - "Organizational Structure" on page 17;
  - "Issuer Ratings" on pages 17 to 18;
  - "Presentation of Financial Results / Financial Summary" on pages 18 to 19;
  - "Directors" on pages 20 to 21;
  - "Major Shareholders" on page 21;
  - "Material Contracts" on page 21; and
- (iii) "General Information" on pages 22 to 23.

The remainder of the Registration Document is either not relevant for investors or covered elsewhere in this document and is not incorporated by reference;

(b) the Issuer's entire Annual Information Form dated November 28, 2017 (the "**2017 AIF**"), including, without limitation, the following sections (available at: [http://www.rns-pdf.londonstockexchange.com/rns/5047D\\_1-2018-1-31.pdf](http://www.rns-pdf.londonstockexchange.com/rns/5047D_1-2018-1-31.pdf)):

- (i) "Description of the Business – General Summary" on page 3;
- (ii) "Description of the Business – Competition" on page 3; and

- (iii) “Appendix A – Principal Subsidiaries” on page 26;
- (c) the following sections of the Bank’s 2017 Annual Report (the “**2017 Annual Report**”) for the year ended October 31, 2017:
- (i) the audited annual consolidated financial statements, which comprise the consolidated balance sheets as at October 31, 2017 and October 31, 2016, and the consolidated statements of income, statements of comprehensive income, statements of changes in equity, and statements of cash flows along with a summary of significant accounting policies and other explanatory information for each of the years in the two-year period ended October 31, 2017 and a summary of significant accounting policies and other explanatory information, prepared in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board (“**IFRS**”) on pages 117 through 204 (the “**2017 Audited Consolidated Financial Statements**”), together with Management’s Report on Internal Control over Financial Reporting as of October 31, 2017, and the Report of Independent Registered Public Accounting Firm thereon on pages 118 and 119, respectively (available at: [http://www.rns-pdf.londonstockexchange.com/rns/5047D\\_2-2018-1-31.pdf](http://www.rns-pdf.londonstockexchange.com/rns/5047D_2-2018-1-31.pdf)); and
  - (ii) the entire Management’s Discussion and Analysis for the year ended October 31, 2017 (the “**2017 MD&A**”), including, without limitation, a description of risk factors related to the Bank and its business, and the steps taken to manage such risks, in the risk sections on pages 51 to 89 and “Overview of other risks” on pages 90 to 91 and information about trends, commitments, events and uncertainties for the Bank and each business segment known to the Bank’s management which is provided under the heading “Economic, market and regulatory review and outlook – data as at November 28, 2017” on page 14, “Strategic Priorities” and “Outlook” on pages 26, 31, 32, 36, 37, 39 and 42 together with the caution provided under the heading “Caution regarding forward-looking statements” on page 11 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/5047D\\_3-2018-1-31.pdf](http://www.rns-pdf.londonstockexchange.com/rns/5047D_3-2018-1-31.pdf)).

The remainder of the 2017 Annual Report is either not relevant for investors or covered elsewhere in this document and is not incorporated by reference;

- (d) the following sections of the Bank’s Third Quarter 2018 Report to Shareholders (the “**Third Quarter 2018 Report to Shareholders**”):
- (i) the entire Management’s Discussion and Analysis (the “**Third Quarter 2018 MD&A**”) on pages 2 to 49, including, without limitation, information about trends, commitments, events and uncertainties for the Bank known to the Bank’s management which is provided on pages 4 to 5 and 21 to 22 under the headings “Economic and market and regulatory review and outlook – data as at August 21, 2018” and “Quarterly results and trend analysis” together with the caution provided under the heading “Caution regarding forward-looking statements” on page 2 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/7555Y\\_1-2018-8-23.pdf](http://www.rns-pdf.londonstockexchange.com/rns/7555Y_1-2018-8-23.pdf));

- (ii) the unaudited interim condensed consolidated financial statements for the three- and nine-month periods ended July 31, 2018 with comparative unaudited interim condensed consolidated financial statements for the three- and nine-month periods ended July 31, 2017 (the “**Third Quarter 2018 Unaudited Interim Condensed Consolidated Financial Statements**”), set out on pages 51 to 87 prepared in accordance with IFRS which have not been audited or reviewed by auditors pursuant to the International Standard on Review Engagements (UK and Ireland) 2410 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/7574Y\\_1-2018-8-23.pdf](http://www.rns-pdf.londonstockexchange.com/rns/7574Y_1-2018-8-23.pdf)); and
- (iii) information about governmental, legal and arbitration proceedings to which the Bank and its subsidiaries are or have been subject in Note 11 on page 85.

The remainder of the Third Quarter 2018 Report to Shareholders is either not relevant for investors or covered elsewhere in this document and is not incorporated by reference; and

- (e) the sections entitled “Terms and Conditions of the Notes”, “Terms and Conditions of the W&C Securities” and “Terms and Conditions of the Certificates”, as the case may be, set out in the base prospectuses dated June 8, 2018 (available at [http://www.rns-pdf.londonstockexchange.com/rns/7406C\\_1-2018-10-2.pdf](http://www.rns-pdf.londonstockexchange.com/rns/7406C_1-2018-10-2.pdf) (in respect of the Terms and Conditions of the Notes) and [http://www.rns-pdf.londonstockexchange.com/rns/7406C\\_2-2018-10-2.pdf](http://www.rns-pdf.londonstockexchange.com/rns/7406C_2-2018-10-2.pdf) (in respect of the Terms and Conditions of the W&C Securities)), June 9, 2017 (available at [http://www.rns-pdf.londonstockexchange.com/rns/5555N\\_-2018-5-9.pdf](http://www.rns-pdf.londonstockexchange.com/rns/5555N_-2018-5-9.pdf) (in respect of the Terms and Conditions of the Notes) and [http://www.rns-pdf.londonstockexchange.com/rns/5555N\\_1-2018-5-9.pdf](http://www.rns-pdf.londonstockexchange.com/rns/5555N_1-2018-5-9.pdf) (in respect of the Terms and Conditions of the W&C Securities)), June 9, 2016 (available at [http://www.rns-pdf.londonstockexchange.com/rns/0053A\\_-2017-3-20.pdf](http://www.rns-pdf.londonstockexchange.com/rns/0053A_-2017-3-20.pdf) (in respect of the Terms and Conditions of the Notes) and [http://www.rns-pdf.londonstockexchange.com/rns/0053A\\_1-2017-3-20.pdf](http://www.rns-pdf.londonstockexchange.com/rns/0053A_1-2017-3-20.pdf) (in respect of the Terms and Conditions of the W&C Securities)), June 8, 2015 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/0782A\\_-2016-6-2.pdf](http://www.rns-pdf.londonstockexchange.com/rns/0782A_-2016-6-2.pdf) (in respect of the Terms and Conditions of the Notes) and [http://www.rns-pdf.londonstockexchange.com/rns/0782A\\_1-2016-6-2.pdf](http://www.rns-pdf.londonstockexchange.com/rns/0782A_1-2016-6-2.pdf) (in respect of the Terms and Conditions of the W&C Securities)), July 29, 2014 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/0424M\\_-2015-5-1.pdf](http://www.rns-pdf.londonstockexchange.com/rns/0424M_-2015-5-1.pdf) (in respect of the Terms and Conditions of the Notes) and [http://www.rns-pdf.londonstockexchange.com/rns/0424M\\_1-2015-5-1.pdf](http://www.rns-pdf.londonstockexchange.com/rns/0424M_1-2015-5-1.pdf) (in respect of the Terms and Conditions of the W&C Securities)), June 24, 2013 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/4193M\\_-2014-7-15.pdf](http://www.rns-pdf.londonstockexchange.com/rns/4193M_-2014-7-15.pdf) (in respect of the Terms and Conditions of the Notes) and [http://www.rns-pdf.londonstockexchange.com/rns/4193M\\_1-2014-7-15.pdf](http://www.rns-pdf.londonstockexchange.com/rns/4193M_1-2014-7-15.pdf) (in respect of the Terms and Conditions of the W&C Securities)), April 13, 2012 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/4747E\\_-2013-5-10.pdf](http://www.rns-pdf.londonstockexchange.com/rns/4747E_-2013-5-10.pdf) (in respect of the Terms and Conditions of the Notes) and [http://www.rns-pdf.londonstockexchange.com/rns/4747E\\_1-2013-5-10.pdf](http://www.rns-pdf.londonstockexchange.com/rns/4747E_1-2013-5-10.pdf) (in respect of the Terms and Conditions of the W&C Securities)), July 18, 2011 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/3532B\\_15-2012-4-13.pdf](http://www.rns-pdf.londonstockexchange.com/rns/3532B_15-2012-4-13.pdf) (in respect of the Terms

and Conditions of the Notes) and [http://www.rns-pdf.londonstockexchange.com/rns/3532B\\_14-2012-4-13.pdf](http://www.rns-pdf.londonstockexchange.com/rns/3532B_14-2012-4-13.pdf) (in respect of the Terms and Conditions of the Certificates)), July 16, 2010 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/3532B\\_13-2012-4-13.pdf](http://www.rns-pdf.londonstockexchange.com/rns/3532B_13-2012-4-13.pdf) (in respect of the Terms and Conditions of the Notes) and [http://www.rns-pdf.londonstockexchange.com/rns/3532B\\_12-2012-4-13.pdf](http://www.rns-pdf.londonstockexchange.com/rns/3532B_12-2012-4-13.pdf) (in respect of the Terms and Conditions of the Certificates)), July 16, 2009 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/3532B\\_11-2012-4-13.pdf](http://www.rns-pdf.londonstockexchange.com/rns/3532B_11-2012-4-13.pdf)), July 16, 2008 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/3532B\\_6-2012-4-13.pdf](http://www.rns-pdf.londonstockexchange.com/rns/3532B_6-2012-4-13.pdf)), July 16, 2007 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/3532B\\_9-2012-4-13.pdf](http://www.rns-pdf.londonstockexchange.com/rns/3532B_9-2012-4-13.pdf)), July 14, 2006 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/3532B\\_8-2012-4-13.pdf](http://www.rns-pdf.londonstockexchange.com/rns/3532B_8-2012-4-13.pdf)) and July 29, 2005 (available at: [http://www.rns-pdf.londonstockexchange.com/rns/3532B\\_7-2012-4-13.pdf](http://www.rns-pdf.londonstockexchange.com/rns/3532B_7-2012-4-13.pdf)), in each case relating to the Programme; for the avoidance of doubt, the applicable Final Terms for a Tranche of Securities will indicate the Terms and Conditions applicable to such Tranche and unless otherwise indicated in the applicable Final Terms, the Terms and Conditions of all Securities issued after the date hereof shall be those set out in this document,

provided that any statement contained in a document, all or the relative portion of which is incorporated by reference, shall be deemed to be modified or superseded for the purpose of this document to the extent that a statement contained herein or in any supplement hereto filed under Article 16 of the Prospectus Directive or approved by Euronext Dublin, as applicable, including any document incorporated therein by reference, modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

Information, documents or statements expressed to be incorporated by reference into, or that form part of one or more of, the documents noted above form part of this document but do not form part of the Base Prospectus of the Issuer approved by the Central Bank of Ireland for purposes of the Prospectus Directive, unless otherwise incorporated by reference above.

In addition, the following documents published or issued from time to time after the date hereof shall be deemed to be incorporated in, and form part of, this document, provided that such documents shall not form part of the Base Prospectus approved by the Central Bank of Ireland for the purposes of the Prospectus Directive unless otherwise incorporated in a supplementary prospectus approved by the Central Bank of Ireland and shall not form part of the Listing Particulars approved by Euronext Dublin unless otherwise incorporated in a supplementary listing particulars approved by Euronext Dublin:

- (i) the Bank's most recently published Annual Information Form;
- (ii) the Bank's audited consolidated financial statements, together with Management's Report on Internal Control over Financial Reporting, and the Report of the Independent Registered Public Accounting Firm thereon and management's discussion and analysis for the year then ended contained in the most recently published Annual Report and, if published later, the Bank's comparative unaudited interim condensed consolidated financial statements and management's discussion and analysis for the period then ended contained in the most recently published Quarterly Report to Shareholders;

- (iii) all supplements or amendments to the Base Prospectus prepared by the Bank from time to time (other than those filed pursuant to Article 16 of the Prospectus Directive and approved by the Central Bank of Ireland);
- (iv) any material change reports (excluding confidential material change reports) filed by the Bank with the various securities commission or similar authorities in Canada pursuant to the requirements of applicable securities legislation, after the date of this document and during the currency of this document;
- (v) the Bank's most recently published Registration Document,

provided that any statement contained herein or in a document all or the relative portion of which is or is deemed to be incorporated by reference shall be deemed to be modified or superseded for the purpose of this document to the extent that a statement contained herein, in any other subsequently filed document which is or is deemed to be incorporated by reference in this document, or in any supplement approved by the Central Bank of Ireland or Euronext Dublin, as applicable, (in each case including any documents incorporated by reference therein) modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

Copies of this document and any supplement thereto approved by the Central Bank of Ireland can be found on the website of the Central Bank of Ireland ([www.centralbank.ie](http://www.centralbank.ie)) and copies of this document and the documents incorporated by reference herein and any supplement hereto approved by the Central Bank of Ireland can be obtained on written request and without charge from the Issuer at 13<sup>th</sup> Floor, 155 Wellington Street West, Toronto, Ontario, Canada M5V 3K7, Attention: Senior Vice President, Performance Management and Investor Relations and from the office of the Issuing and Paying Agent, The Bank of New York Mellon, London Branch, One Canada Square, London E14 5AL, England, Attention: Manager, EMEA Corporate & Sovereign Department. Copies of the documents incorporated by reference set out in paragraphs (i), (ii) and (iv) above can also be viewed on the Canadian System for Electronic Document Analysis and Retrieval ("**SEDAR**") at [www.SEDAR.com](http://www.SEDAR.com) (an internet based securities regulatory filing system). Please note that websites and urls referred to herein do not form part of the Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to the information included in the Base Prospectus which is capable of affecting the assessment of any Securities, prepare a supplement to the Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Securities issued in circumstances requiring publication of a prospectus under the Prospectus Directive.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to the information included in the Listing Particulars which is capable of affecting the assessment of any Securities, prepare supplementary listing particulars or publish new listing particulars for use in connection with any subsequent issue of Securities listed on the Global Exchange Market.

## **FINAL TERMS OR DRAWDOWN PROSPECTUS FOR SECURITIES OTHER THAN EXEMPT SECURITIES**

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

Any information relating to the Securities which is not included in this Base Prospectus and which is required in order to complete the necessary information in relation to a Tranche of Securities will be contained either in the applicable Final Terms or in a Drawdown Prospectus. Such information will be contained in the applicable Final Terms unless, in accordance with Article 16 of the Prospective Directive, any of such information constitutes a significant new factor relating to the information contained in the Base Prospectus in which case such information, together with all of the other necessary information in relation to the relevant series of Securities, may be contained in a Drawdown Prospectus.

For a Tranche of Securities which is the subject of the Final Terms, those Final Terms will, for the purposes of that Tranche only, complete this Base Prospectus and must be read in conjunction with this Base Prospectus. The terms and conditions applicable to any particular Tranche of Securities which is the subject of Final Terms are the Conditions as completed in such Final Terms.

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

Each Drawdown Prospectus will be a single document containing the necessary information relating to the Issuer and the relevant Securities.

## GENERAL DESCRIPTION OF THE PROGRAMME AND DESCRIPTION OF PROGRAMME LIMIT

This Base Prospectus was prepared in relation to the Programme, which was approved by resolutions of the Board of Directors of the Bank passed on February 29, 2012. Under the Programme, the Bank may from time to time issue (i) senior notes and subordinated notes not linked to Reference Items (the “**Non-Linked Notes**”), (ii) other senior notes linked to one or more Reference Items (the “**Reference Item Linked Notes**” and together with the Non-Linked Notes, the “**Notes**”), (iii) redeemable certificates (“**Redeemable Certificates**”) or exercisable certificates (“**Exercisable Certificates**”) (together, the “**Certificates**”) linked to one or more Reference Items, or (iv) warrants (“**Warrants**”) linked to one or more Reference Items, which issues may be denominated in or payable in any currency agreed between the Issuer and the relevant Dealer(s) (such Certificates and Warrants together, the “**W&C Securities**” and the W&C Securities and the Notes together, the “**Securities**”). All types of such Securities other than subordinated notes may be issued under this Base Prospectus pursuant to the Programme, save that the minimum denomination of €1,000 or, in the case of a Redeemable Certificate, a minimum issue price of each Note or Redeemable Certificate issued under this Base Prospectus will be €1,000 (or, if the Securities are denominated or (as applicable) issued in a currency other than euro, the equivalent amount in such currency). The Bank may also issue other base prospectuses in respect of the Programme not approved by the Central Bank of Ireland, under which (as specified in the relevant base prospectus) the Bank may issue some of the types of Securities described above. The applicable terms of any Securities will be agreed between the Bank and the relevant Dealer(s) prior to the issue of the Securities and will be set out in the Terms and Conditions of the Securities endorsed on, or annexed to, the Securities, as completed by the applicable Final Terms, in the case of Securities which are not Exempt Securities, or supplemented, modified or replaced by the applicable Pricing Supplement, in the case of Exempt Securities, in either case attached to, or endorsed on, such Securities, as more fully described under “*Terms and Conditions of the Notes*” and “*Terms and Conditions of the W&C Securities*”, as the case may be.

The aggregate principal amount of all Notes, Redeemable Certificates and Exercisable Certificates evidencing deposit liabilities under the Bank Act (Canada) outstanding under any prospectus prepared in connection with the Programme at any time may not exceed U.S.\$40,000,000,000 (or its equivalent in any other currency as at the date of the issue of the relevant Notes or Certificates).

The aggregate implied notional amount of all Warrants and Exercisable Certificates not evidencing deposit liabilities under the Bank Act (Canada) outstanding under any prospectus prepared in connection with the Programme at any time may not exceed U.S.\$3,000,000,000 (or its equivalent in any other currency as at the close of issue of the relevant Warrants and Exercisable Certificates).

For the purposes of calculating the U.S. dollar equivalent of the aggregate principal amount or implied notional amount, as the case may be, of relevant Securities issued under the Programme from time to time:

- (a) the U.S. dollar equivalent of Securities denominated in another Specified Currency or payable in another Settlement Currency (as applicable) will be determined as of the date of agreement to issue such Securities on the basis of the spot rate for the sale of the U.S. dollar against the purchase of such Specified Currency or Settlement Currency (as applicable) in the London foreign exchange market quoted by the Issuing and

Paying Agent on such date or such other rate as the Issuer and the relevant Dealer may agree;

- (b) the U.S. dollar equivalent of Dual Currency Notes and Reference Item Linked Notes will be calculated in the manner specified above by reference to the original principal amount of such Notes;
- (c) the principal amount of Zero Coupon Notes and other Notes issued at a discount or a premium will be deemed to be the net proceeds received by the Bank for the relevant issue of Notes;
- (d) the principal amount of Redeemable Certificates and Exercisable Certificates that constitute deposit liabilities under the *Bank Act* (Canada) will be deemed to be the net proceeds received by the Bank for the relevant issue of such Certificates; and
- (e) the face principal amount of Partly Paid Notes will be taken into account regardless of the amount of the subscription price paid.

## FORM OF THE SECURITIES

*Any reference in this section to "applicable Final Terms" shall be deemed to include a reference to "applicable Pricing Supplement" where relevant.*

### Notes

The Notes of each Series will be in either (a) bearer form, with or without receipts, interest coupons and/or talons attached, (b) registered form, without receipts, interest coupons and/or talons attached or, (c) dematerialized and uncertificated book-entry form without receipts, interest coupons and/or talons attached settled in Euroclear Sweden ("**Swedish Notes**") or Euroclear Finland ("**Finnish Notes**"), as applicable. Bearer Notes will only be issued outside the United States.

### Bearer Notes

Each Tranche of Bearer Notes will be in bearer form and will initially be issued in the form of a temporary global Note without receipts or interest coupons attached (a "**Temporary Global Note**") or, if so specified in the applicable Final Terms, a permanent global Note without receipts or interest coupons attached (a "**Permanent Global Note**" and, together with the Temporary Global Notes, the "**Bearer Global Notes**" and each a "**Bearer Global Note**") which, in either case, will:

- (a) if the Bearer Global Notes are intended to be issued in new global Note ("**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 safe-keeper (the "**Common Safe-keeper**") for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking S.A. ("**Clearstream, Luxembourg**"); and
- (b) if the Bearer Global Notes are not intended to be issued in NGN form, be delivered on or prior to the original issue date of the Tranche to a common depository (the "**Common Depository**") for Euroclear and Clearstream, Luxembourg.

Where the Bearer Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate that such Bearer Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Bearer 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 Safe-keeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

While any Bearer Note is represented by a Temporary Global Note, payments of principal, interest (if any) and any other amount payable, or specified assets deliverable, in respect of the Bearer Notes due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification to the effect that the beneficial owners of interests in the Temporary Global Note are not U.S. persons for U.S. federal income tax purposes 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, and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Issuing and Paying Agent.

On and after the date (the “**Exchange Date**”) which is 40 days after a Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for: (i) interests in a Permanent Global Note of the same Series; or (ii) for Definitive Notes of the same Series with, where applicable, receipts (in the case of Exempt Securities), interest coupons and talons attached and/or (in the case of a Series comprising both Bearer Notes and Registered Notes and if so specified in the applicable Final Terms) Registered Notes in definitive form (as indicated in the applicable Final Terms), in each case against certification of non-US beneficial ownership as described above, unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest, principal or other amounts due, or specified assets deliverable, on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for Notes in definitive form is improperly withheld or refused.

Payments of principal, interest (if any) or any other amounts on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent Global Note if the Permanent 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 Global Note will be exchangeable (free of charge), in whole but not in part, for Definitive Notes of the same Series with, where applicable, receipts, interest coupons and talons attached and/or (in the case of a Series comprising both Bearer and Registered Notes and if so specified in the applicable Final Terms) Registered Notes in definitive form (a) if an Event of Default occurs in respect of any Note of the relevant Series; or (b) if either Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so and the Issuer is unable to locate a qualified successor within 90 days of the occurrence of any such event.

Bearer Global Notes and Definitive Notes will be issued pursuant to the Issue and Paying Agency Agreement (as defined in the Terms and Conditions of the Notes).

The following legend will appear on all Bearer Notes (other than Temporary Global Notes) receipts and interest coupons relating to such Bearer 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 interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Bearer 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, as the case may be.

The Issuer may agree with any Dealer that Securities may be issued in a form not contemplated by the Conditions, in which event, other than where such Securities are Exempt Securities, a supplement to this Base Prospectus or a new Base Prospectus will be made available which will describe the effect of the agreement reached in relation to such Securities.

### **Registered Notes**

Registered Notes will be issued in the form of a global Registered Note (a “**Global Registered Note**”) deposited with a common depository for Euroclear and Clearstream, Luxembourg and will be registered in its name. Persons holding beneficial interests in Global Registered Notes will be entitled or required, as the case may be, under the circumstances described below, to receive physical delivery of Registered Notes in definitive form.

Payments of principal, interest and any other amount in respect of the Global Registered Notes will, in the absence of provision to the contrary, be made to the person shown on the Register as the registered holder of the Global Registered Note. None of the Issuer, 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 Global Registered 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 immediately preceding the due date for payment in the manner provided in that Condition.

Interests in a Global Registered Note will be exchangeable (free of charge), in whole but not in part, for Registered Notes in definitive form without receipts, interest coupons or talons attached (a) if an Event of Default occurs in respect of any Note of the relevant Series; or (b) if either Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so and the Issuer is unable to locate a qualified successor within 90 days of the occurrence of any such event.

### **Direct Rights**

As noted above, Notes in global form are, in certain circumstances, exchangeable for Notes in definitive form. In the event that (a) a global Note has become due and payable as a result of acceleration as described under “*Terms and Conditions of the Notes – Events of Default*” or that the Maturity Date in respect thereof has occurred and, in either case, payment in full of the amount due is not made before 8:00 p.m. (London time) on the relevant due date or (b) a global Note is not duly exchanged by 6:00 p.m. (London time) on the thirtieth day after the time at which the preconditions to such exchange are first satisfied, the owner of a beneficial interest in such global Note shall become entitled to proceed directly against the Issuer on the basis of statements of account provided by the relevant clearing system, as specified in the relevant global Note or, in the case of Notes governed by English law, the relevant Deed of Covenant, a copy of which is available at the specified office of the Issuing and Paying Agent.

## Swedish Notes

Swedish Notes will be issued in dematerialized and uncertificated book-entry form in accordance with the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. *lag (SFS 1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument*) (the “**SCSDFIA Act**”), other applicable Swedish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Sweden. Swedish Notes will not be issued in definitive form and Swedish Notes will not be exchangeable for Registered Notes or Bearer Notes or vice versa.

Swedish Notes will be registered in a register (Sw. *avstämningsregister*) held by Euroclear Sweden on behalf of the Issuer (the “**Swedish Notes Register**”) and payments of principal, interest or any other amounts on Swedish Notes will be made by Euroclear Sweden on behalf of the Issuer to the persons registered as holders of such notes in the Swedish Notes Register on the fifth Banking Day prior to the due date of the relevant payment.

## Finnish Notes

Finnish Notes will be issued in dematerialized and uncertificated book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (Fin: *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017, as amended)) and the Finnish Act on Book Entry Accounts (Fin: *laki arvo-osuustileistä* (827/1991, as amended)), other applicable Finnish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Finland. Finnish Notes will not be issued in definitive form and Finnish Notes will not be exchangeable for Registered Notes or Bearer Notes or vice versa.

Finnish Notes will be denominated in euro and registered in the book-entry system maintained by Euroclear Finland on behalf of the Issuer (the “**Finnish Securities Register**”) and payments of principal, interest or any other amounts on Finnish Notes will be made on behalf of the Issuer to the persons registered as holders of such notes in the Finnish Securities Register on the Banking Day prior to the due date of the relevant payment (or otherwise in accordance with the rules and procedures applied by Euroclear Finland from time to time).

## W&C Securities

Each tranche of W&C Securities (other than Finnish W&C Securities) will be initially issued in the form of a temporary global W&C Security in registered form (a “**Temporary Global W&C Security**”) or, if so specified in the applicable Final Terms, a permanent global W&C Security in registered form (a “**Permanent Global W&C Security**” and, together with the Temporary Global W&C Security, the “**Global W&C Securities**” and each a “**Global W&C Security**”) which, in either case, will be deposited with a common depositary for Euroclear and Clearstream, Luxembourg and will be registered in its name. Subject to applicable law, no W&C Securities in definitive form will be issued.

Each Holder of W&C Securities is entitled to proceed directly against the Issuer as specified in the Global W&C Security or, in the case of W&C Securities governed by English law, the Deed of Covenant, a copy of which is available at the specified office of the Issuing and Paying Agent.

While any W&C Securities is represented by a Temporary Global W&C Security, payments of any amount payable, or specified assets deliverable, in respect of the W&C Securities due prior to the Exchange Date (as defined below) will be made (against presentation of the

Temporary Global W&C Security) only to the extent that certification to the effect that the beneficial owners of interests in such W&C Securities are not U.S. persons for U.S. federal income tax purposes 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 and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Issuing and Paying Agent.

On and after the date (the “**Exchange Date**”) which is 40 days after a Temporary Global W&C Security is issued, interests in such Temporary Global W&C Security will be exchangeable (free of charge) for interests in a Permanent Global W&C Security of the same Series, against certification of non-US beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global W&C Security will not be entitled to collect any payment of amounts, or specified assets deliverable (as applicable), due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global W&C Security for an interest in a Permanent Global W&C Security is improperly withheld or refused.

Payments of any amounts on a Permanent Global W&C Security will be made through Euroclear and/or Clearstream, Luxembourg without any requirement for certification.

Global W&C Securities will be issued pursuant to the Issue and Paying Agency Agreement.

The following legend will appear on all Global W&C Securities (other than Temporary Global W&C Securities) 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 W&C Securities and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payments or deliveries in respect of such W&C Securities.

### **Finnish W&C Securities**

W&C Securities issued in dematerialized and uncertificated book-entry form and settled in Euroclear Finland (“**Finnish W&C Securities**”) will be issued in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (Fin: *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017, as amended)) and the Finnish Act on Book Entry Accounts (Fin: *laki arvo-osuustileistä* (827/1991, as amended)), other applicable Finnish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Finland. Subject to any applicable laws, Finnish W&C Securities will not be issued in definitive form.

Finnish W&C Securities will be registered in the book-entry system maintained in Euroclear Finland on behalf of the Issuer (the “**Finnish Securities Register**”) and payments of principal, interest or any other amounts on Finnish W&C Securities will be made on behalf of the Issuer to the persons registered as holders of such securities in the Finnish Securities Register on the fifth Business Day (or otherwise in accordance with the rules and procedures applied by Euroclear Finland from time to time) prior to the due date of the relevant payment.

## **CREST Depository Interests**

Following their delivery into Euroclear and/or Clearstream, Luxembourg, if applicable, interests in Underlying Securities may be delivered, held and settled in CREST by means of the creation of CDIs representing the interests in the relevant Underlying Securities. The CDIs will be issued by the CREST Depository to CDI Holders and will be governed by English law. Such delivery, holding and settlement is governed, *inter alia*, by the terms of the documents setting out the legal relationship of CREST with its users and participants (the "**CREST Manual**").

The CDIs will represent indirect interests in the interest of CREST International Nominees Limited (the "**CREST Nominee**") in the Underlying Securities. Pursuant to the CREST Manual, Underlying Securities held in global form by the Common Depository may be settled through CREST, and the CREST Depository will issue CDIs. The CDIs will be independent securities, constituted under English law which may be held and transferred through CREST.

Interests in the Underlying Securities will be credited to the CREST Nominee's account with Euroclear and the CREST Nominee will hold such interests as nominee for the CREST Depository which will issue CDIs to the relevant CREST participants.

Each CDI will be treated by the CREST Depository as if it were one Underlying Security, for the purposes of determining all rights and obligations and all amounts payable in respect thereof. The CREST Depository will pass on to CDI Holders any interest or other amounts received by it as holder of the Underlying Securities on trust for such CDI Holder. CDI Holders will also be able to receive from the CREST Depository notices of meetings of holders of Underlying Securities and other relevant notices issued by the Bank.

Transfers of interests in Underlying Securities by a CREST participant to a participant of Euroclear or Clearstream, Luxembourg will be effected by cancellation of the CDIs and transfer of an interest in such Underlying Securities underlying the CDIs to the account of the relevant participant with Euroclear or Clearstream, Luxembourg.

The CDIs will have the same ISIN as the ISIN of the Underlying Securities and, if the Underlying Securities are listed on the official list of the UK Listing Authority will not require a separate listing on the official list of the UK Listing Authority.

Prospective subscribers for Underlying Securities represented by CDIs are referred to Chapter 8 of the CREST International Manual which contains the form from time to time of the CREST Deed Poll to be entered into by the CREST Depository. The rights of the CDI Holders will be governed by the arrangements between CREST, Euroclear, Clearstream, Luxembourg and the Bank, including the CREST Deed Poll executed by the CREST Depository. These rights may be different from those of holders of Underlying Securities which are not represented by CDIs.

If issued, CDIs will be delivered, held and settled in CREST, by means of the CREST International Settlement Links Service (the "**CREST International Settlement Links Service**"). The settlement of the CDIs by means of the CREST International Settlement Links Service has the following consequences for CDI Holders:

(i) CDI Holders will not be the legal owners of the Underlying Securities. The CDIs are separate legal instruments from the Underlying Securities to which they relate and represent an indirect interest in such Underlying Securities.

(ii) The Underlying Securities themselves (as distinct from the CDIs representing indirect interests in such Underlying Securities) will be held in an account with a custodian. The custodian will hold the Underlying Securities through a clearing system. Rights in the Underlying Securities will be held through custodial and depository links through the appropriate clearing systems. The legal title to the Underlying Securities or to interests in the Underlying Securities will depend on the rules of the clearing system in or through which the Underlying Securities are held.

(iii) Rights under the Underlying Securities cannot be enforced by CDI Holders except indirectly through the intermediary depositories and custodians described above. The enforcement of rights under the Underlying Securities will therefore be subject to the local law of the relevant intermediary. The rights of CDI Holders to the Underlying Securities are represented by the entitlements against the CREST Depository which (through the CREST Nominee) holds interests in the Underlying Securities. This could result in an elimination or reduction in the payments that otherwise would have been made in respect of the Underlying Securities in the event of any insolvency or liquidation of the relevant intermediary, in particular where the Underlying Securities held in clearing systems are not held in special purpose accounts and are fungible with other securities held in the same accounts on behalf of other customers of the relevant intermediaries.

(iv) The CDIs issued to CDI Holders will be constituted and issued pursuant to the CREST Deed Poll. CDI Holders will be bound by all provisions of the CREST Deed Poll and by all provisions of or prescribed pursuant to, the CREST International Manual dated June 1, 2015, as amended, modified, varied or supplemented from time to time (the "**CREST International Manual**") and the CREST Rules dated November 20, 2017, as amended, modified, varied or supplemented from time to time (the "**CREST Rules**") (which, in each case, form part of the CREST Manual) and CDI Holders must comply in full with all obligations imposed on them by such provisions.

(v) Potential investors should note that the provisions of the CREST Deed Poll, the CREST International Manual and the CREST Rules contain indemnities, warranties, representations and undertakings to be given by CDI Holders and limitations on the liability of the issuer of the CDIs, the CREST Depository.

(vi) CDI Holders may incur liabilities resulting pursuant to or from a breach of any such indemnities, warranties, representations and undertakings in excess of the money invested by them. The attention of potential investors is drawn to the terms of the CREST Deed Poll, the CREST International Manual and the CREST Rules, copies of which are available from CREST at 33 Cannon Street, London EC4M 5SB or by calling +44 (0) 20 7849 0000 or from the CREST website (for which a log-in is required) at <https://my.euroclear.com/eui/en/reference/legal-information/crest-manual.html>.

(vii) Potential investors should note CDI Holders may be required to pay fees, charges, costs and expenses to the CREST Depository in connection with the use of the CREST International Settlement Links Service. These will include the fees and expenses charged by the CREST Depository in respect of the provision of services by it under the CREST Deed Poll and any taxes, duties, charges, costs or expenses which may be or become payable in connection with the holding of the Underlying Securities through the CREST International Settlement Links Service.

(viii) Potential investors should note that neither the Bank, the Issuing and Paying Agent nor any Paying Agent will have any responsibility for the performance by any intermediaries or

their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

(ix) Potential investors should note that Underlying Securities issued in temporary global form exchangeable for a Permanent Global Security will not be eligible for CREST settlement as CDIs. As such, investors investing in the Underlying Securities through CDIs will only receive the CDIs after such Temporary Global Security is exchanged for a Permanent Global Security, which could take up to 40 days after the issue of the Underlying Securities.

## **General**

Pursuant to the Issue and Paying Agency Agreement, the Issuing and Paying Agent shall arrange that, where a further Tranche of Securities is issued which is intended to form a single Series with an existing Tranche of Securities at a point after the Issue Date of the further Tranche, the Securities of such further Tranche shall be assigned a common code and ISIN and, where applicable, a CUSIP and CINS number which are different from the common code, ISIN, CUSIP and CINS assigned to Securities of any other Tranche of the same Series until such time as the Tranches are consolidated and form a single Series, which shall not be prior to the expiry of 40 days after the Issue Date of such further Tranche.

Any reference herein to Euroclear and/or Clearstream, Luxembourg, Euroclear Sweden or Euroclear Finland shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms or, in the case of Exempt Securities, as may otherwise be approved by the Issuer and the Issuing and Paying Agent.

By its acquisition of an interest in Bail-inable Securities, each holder or beneficial owner of Bail-inable Securities is deemed to have authorised, directed and requested to Euroclear and/or Clearstream, Luxembourg, Euroclear Sweden or Euroclear Finland and any direct participant in such clearing system or other intermediary through which it holds the Bail-inable Securities to take any and all necessary action, if required, to implement the Bail-in Conversion or any other action pursuant to the Bail-in Regime with respect to the Bail-inable Securities, as may be imposed on it, without any further action or direction on the part of that holder or beneficial owner or the Issuing and Paying Agents, except as required in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg, Euroclear Sweden or Euroclear Finland and/or the intermediary, as applicable.

## DESCRIPTION OF CERTAIN FEATURES OF ADDITIONAL PAYOUTS

### TYPES OF REFERENCE ITEM PERFORMANCE

*If the calculation of the amount due on redemption or (in the case of W&C Securities) exercise of the Securities is linked to the performance of one or more Reference Item(s), Condition 32 (Additional Definitions relating to the Payout Condition) of the Notes and Condition 37 (Additional Definitions relating to the Payout Condition) of the W&C Securities set out different measures of performance for the relevant Reference Item(s) (described as a "Relevant Reference Performance") which may be used for these purposes, depending upon the elections made in the applicable Final Terms.*

*Each different measure of performance involves a valuation (for example initial and final, averaging, highest, lowest) of the Reference Item (described as the "Relevant Valuation" and "Initial Valuation") on one or more dates (described as "Relevant Monitoring Dates" and "Initial Monitoring Date") at one or more times of the day, in each case as specified in the applicable Final Terms and the applicable Terms and Conditions.*

*The Relevant Reference Performances that can be selected are: Single Underlying Relevant Reference Performance, Best-of Basket Relevant Reference Performance, Outperformance Relevant Reference Performance, Worst-of Basket Relevant Reference Performance, Ranked Relevant Reference Performance or Basket Relevant Reference Performance, each as described below.*

*Terms used below and not otherwise defined will have the meanings given them in the Terms and Conditions of the Note or the Terms and Conditions of the W&C Securities, as applicable.*

#### **Single Underlying Relevant Reference Performance**

For the purposes of a Capital Barrier Event if Capital Barrier Event 3 applies, the relevant performance will be (a) if "Final – Initial Level" is specified as applicable in the applicable Final Terms, the Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date divided by the Initial Valuation (if applicable in respect of the relevant time and the Relevant Initial Monitoring Date) or (b) otherwise, the Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date.

For the purposes of a Put Strike Event or Capital Barrier Event if Capital Barrier Event 3 does not apply, the relevant performance will be (a) if "Final – Initial Level" is specified as applicable in the applicable Final Terms, the Relevant Valuation in respect of the Relevant Monitoring Date divided by the Initial Valuation (if applicable in respect of the Relevant Initial Monitoring Date) or (b) otherwise, the Relevant Valuation in respect of the Relevant Monitoring Date.

If the Securities are Mini-Future Short Redemption Notes or Mini-Future Short W&C Securities and/or Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be (a) for the purposes of determining Trigger Early Redemption Event 4 and the Trigger Early Redemption Amount or Trigger Early Event 2 and the Trigger Early Exercise Cash Settlement Amount or Trigger Early Redemption Cash Settlement Amount, as applicable, the Initial Valuation (if applicable in respect of the Relevant Initial Monitoring Date) minus the Relevant Valuation in

respect of the relevant time and the Relevant Monitoring Date or (b) for the purposes of determining the Final Redemption Amount or the Cash Settlement Amount, as applicable, the Initial Valuation (if applicable in respect of the Relevant Initial Monitoring Date) minus the Relevant Valuation in respect of the Relevant Monitoring Date

If the Securities are Himalayan Redemption Notes or Himalayan W&C Securities, the relevant performance will be the Relevant Valuation in respect of the Relevant Monitoring Date.

Otherwise, the relevant performance will be the Relevant Valuation in respect of the Relevant Monitoring Date divided by the Initial Valuation (if applicable in respect of the Relevant Initial Monitoring Date).

#### **Best-of Basket Relevant Reference Performance**

If Capital Barrier Event 3 or Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be the Single Underlying Relevant Reference Performance in respect of the Best Performer, the relevant time and the Relevant Monitoring Date.

If neither Capital Barrier Event 3 nor Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be the Single Underlying Relevant Reference Performance in respect of the Best Performer and the Relevant Monitoring Date.

#### **Outperformance Relevant Reference Performance**

If Capital Barrier Event 3 or Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be an amount equal to (a) the Specified Outperformance Relevant Reference Performance (being the Relevant Reference Performance specified for these purposes in the applicable Final Terms) in respect of the First Outperformance Reference Item (being the Reference Item specified as such in the applicable Final Terms), the relevant time and the Relevant Monitoring Date minus (b) the Specified Outperformance Relevant Reference Performance (being the Relevant Reference Performance specified for these purposes in the applicable Final Terms) in respect of the Second Outperformance Reference Item (being the Reference Item specified as such in the applicable Final Terms), the relevant time and the Relevant Monitoring Date.

If neither Capital Barrier Event 3 nor Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be an amount equal to (a) the Specified Outperformance Relevant Reference Performance (being the Relevant Reference Performance specified for these purposes in the applicable Final Terms) in respect of the First Outperformance Reference Item (being the Reference Item specified as such in the applicable Final Terms) and the Relevant Monitoring Date minus (b) the Specified Outperformance Relevant Reference Performance (being the Relevant Reference Performance specified for these purposes in the applicable Final Terms) in respect of the Second Outperformance Reference Item (being the Reference Item specified as such in the applicable Final Terms) and the Relevant Monitoring Date.

#### **Worst-of Basket Relevant Reference Performance**

If Capital Barrier Event 3 or Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will

be the Single Underlying Relevant Reference Performance in respect of the Worst Performer, the relevant time and the Relevant Monitoring Date.

If neither Capital Barrier Event 3 nor Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be the Single Underlying Relevant Reference Performance in respect of the Worst Performer and the Relevant Monitoring Date.

#### **Ranked Relevant Reference Performance**

If Capital Barrier Event 3 or Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be the weighted average of the Single Underlying Relevant Reference Performances in respect of each Reference Item, the relevant time and the Relevant Monitoring Date, weighted by reference to the Ranked Weighting which will be allocated to such Reference Item on the basis of the ranking of the relevant Single Underlying Relevant Reference Performance.

If neither Capital Barrier Event 3 nor Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be the weighted average of the Single Underlying Relevant Reference Performances in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Ranked Weighting which will be allocated to such Reference Item on the basis of the ranking of the relevant Single Underlying Relevant Reference Performance.

#### **Basket Relevant Reference Performance**

If Capital Barrier Event 3 or Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be the weighted average of the Single Underlying Relevant Reference Performance in respect of each Reference Item, such time and the Relevant Monitoring Date, weighted by reference to the Weighting specified for such Reference Item in the applicable Final Terms.

If neither Capital Barrier Event 3 nor Trigger Early Redemption Event 4 (in the case of Notes) or Trigger Early Event 2 (in the case of W&C Securities) applies, the relevant performance will be the weighted average of the Single Underlying Relevant Reference Performance in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Weighting specified for such Reference Item in the applicable Final Terms.

#### **FINAL REDEMPTION AMOUNTS 1 TO 7 AND CASH SETTLEMENT AMOUNTS 1 TO 7**

*In the case of Notes, depending upon their features, the payout used to calculate the Final Redemption Amount may be that applicable to Final Redemption Amount 1, Final Redemption Amount 2, Final Redemption Amount 3, Final Redemption Amount 4, Final Redemption Amount 5, Final Redemption Amount 6 or Final Redemption Amount 7, as selected in the applicable Final Terms.*

*In the case of W&C Securities, depending upon their features, the payout used to calculate the Cash Settlement Amount may be that applicable to Cash Settlement Amount 1, Cash Settlement Amount 2, Cash Settlement Amount 3, Cash Settlement Amount 4, Cash Settlement Amount 5, Cash Settlement Amount 6 or Cash Settlement Amount 7, as selected in the applicable Final Terms.*

*A description of each such Final Redemption Amount payout 1 to 7 and each such Cash Settlement Amount payout 1 to 7 is set out below.*

*Terms used below and not otherwise defined will have the meanings given them in the Terms and Conditions of the Notes or the Terms and Conditions of the W&C Securities, as applicable.*

**Final Redemption Amount 1** and **Cash Settlement Amount 1** is the lesser of (a) the Calculation Amount multiplied by the Relevant Reference Performance in respect of the Relevant Monitoring Date and (b) the specified Cap.

**Final Redemption Amount 2** and **Cash Settlement Amount 2** is the Calculation Amount multiplied by a percentage equal to the Relevant Reference Performance in respect of the Relevant Monitoring Date divided by the specified Capital Barrier Level.

**Final Redemption Amount 3** and **Cash Settlement Amount 3** is the Calculation Amount multiplied by a percentage equal to (a) the capital amount received back (being a specified percentage) plus (b) the leverage (being a specified percentage) multiplied by the greater of (i) the specified Floor and (ii) the Relevant Reference Performance in respect of the Relevant Monitoring Date.

**Final Redemption Amount 4** and **Cash Settlement Amount 4** is the Calculation Amount multiplied by a percentage equal to (a) the capital amount received back (being a specified percentage) plus (b) the leverage (being a specified percentage) multiplied by the greater of (i) the specified Floor, and (ii) the strike price (being a specified percentage) minus the Relevant Reference Performance in respect of the Relevant Monitoring Date.

**Final Redemption Amount 5** and **Cash Settlement Amount 5** is the Calculation Amount multiplied by a percentage equal to (a) the capital amount received back (being a specified percentage) plus (b) the leverage (being a specified percentage) multiplied by the lesser of (i) the specified Cap, and (ii) the greater of (x) the specified Floor and (y) the Relevant Reference Performance in respect of the Relevant Monitoring Date.

**Final Redemption Amount 6** and **Cash Settlement Amount 6** is the Calculation Amount multiplied by a percentage equal to (a) the capital amount received back (being a specified percentage) plus (b) the leverage (being a specified percentage) multiplied by the lesser of (i) the specified Cap, and (ii) the greater of (x) the specified Floor and (y) the Relevant Reference Performance in respect of the Relevant Monitoring Date minus the strike price (being a specified percentage).

**Final Redemption Amount 7** and **Cash Settlement Amount 7** is the Calculation Amount multiplied by the Relevant Reference Performance in respect of the Relevant Monitoring Date.

## TERMS AND CONDITIONS OF THE NOTES

*The following are the terms and conditions of the Notes, which as completed, in the case of Non-Exempt Notes (as defined below) in relation to any Notes by the applicable Final Terms, or supplemented, modified or replaced, in the case of Exempt Notes (as defined below), in relation to any Notes by the applicable Pricing Supplement, will be applicable to each Series of Notes issued after the date of this Base Prospectus unless otherwise specified in the applicable Issue Terms (as defined below). Either (i) the full text of these Terms and Conditions (subject to simplification by deletion of non-applicable provisions) together with the relevant provisions of the Issue Terms or (ii) these Terms and Conditions as so completed or, as applicable, supplemented, modified or replaced (subject to simplification by deletion of non-applicable provisions) shall be endorsed on the definitive Bearer Notes and Registered Notes, and in the case of Global Notes, these Terms and Conditions shall be incorporated by reference into such Notes and the applicable Issue Terms attached thereto. All capitalised terms that are not defined in these Terms and Conditions will have the meanings given to them in the applicable Issue Terms.*

The Notes (other than Swedish Notes and Finnish Notes (each as defined below)) are issued pursuant to and in accordance with an amended and restated issue and paying agency agreement dated October 12, 2018 (as further amended, supplemented, restated or replaced, the **"Issue and Paying Agency Agreement"**) and made between Royal Bank of Canada (the **"Issuer"**), The Bank of New York Mellon, London branch, in its capacities as issuing and principal paying agent and principal certificate and warrant agent (the **"Issuing and Paying Agent"**, which expression shall include any successor to The Bank of New York Mellon, London branch in its capacity as such) and The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the **"Registrar"**, which expression shall include any successor to The Bank of New York Mellon SA/NV, Luxembourg Branch in its capacity as such and any additional registrars appointed in accordance with the Issue and Paying Agency Agreement either with respect to the Programme or with respect to a particular Series). The expression **"Paying Agents"** as used herein shall include the Issuing and Paying Agent and any additional paying agents appointed, if any, in accordance with the Issue and Paying Agency Agreement either with respect to the Programme or with respect to a particular Series. The issuance of Swedish Notes is governed by a Swedish Notes issuing and paying agent agreement dated October 31, 2011 (as amended on January 31, 2018 and on or around June 8, 2018 and as further amended, supplemented, restated or replaced, the **"Swedish Notes Issuing and Paying Agent Agreement"**) and made between the Issuer and Skandinaviska Enskilda Banken AB (publ) (the **"Swedish Notes Issuing and Paying Agent"**, which expression shall include any successor to Skandinaviska Enskilda Banken AB (publ) in its capacity as such provided that such successor is duly authorised under the Swedish Central Securities Depositories and Financial Instruments Accounts Act (Sw. lag (SFS 1998:1479) om värdepapperscentraler och kontoföring av finansiella instrument) (the **"SCSDFIA Act"**)). The issuance of Finnish Notes is governed by a Finnish master issuing and paying agency agreement dated September 23, 2013 (as further amended, supplemented, restated or replaced, the **"Finnish Issuing and Paying Agent Agreement"**) and made between the Issuer and Nordea Bank AB (publ), Finnish Branch (the **"Finnish Issuing and Paying Agent"**, which expression shall include any successor to Nordea Bank AB (publ), Finnish Branch in its capacity as such provided that such successor is duly authorised under the Finnish Act on the Book-Entry System and Clearing Operations (Fin: laki arvo-osuusjärjestelmästä ja selvitystoiminnasta (348/2017, as amended)). Any references in the Terms and Conditions of the Notes to "Issue and Paying Agency Agreement" shall be deemed to include, where the context so admits, reference to the Swedish Notes Issuing and

Paying Agent Agreement or the Finnish Issuing and Paying Agent Agreement, as applicable. A copy of the Finnish Issuing and Paying Agent Agreement (excluding the Finland Country Appendix) is available for inspection during normal business hours at the office of the Issuer.

The holders of Notes governed by English law and the relevant holders of Receipts and Coupons are entitled to the benefit of the Deed of Covenant (the "**Deed of Covenant**" as amended, supplemented, restated or replaced from time to time) dated October 12, 2018 and made by the Issuer. The original of the Deed of Covenant is held by the common depository for Euroclear (as defined below) and Clearstream, Luxembourg (as defined below). The holders of Swedish Notes governed by English law and Ontario law are entitled to the benefit of the relevant Deed of Covenant (the "**Swedish Deed of Covenant**" as amended, supplemented, restated or replaced from time to time and together, the "**Swedish Deeds of Covenant**") dated October 12, 2018 and made by the Issuer. The original of the Swedish Deeds of Covenant is held by the Issuing and Paying Agent. The holders of Finnish Notes governed by English law and Ontario law are entitled to the benefit of the relevant Deed of Covenant (the "**Finnish Deed of Covenant**" as amended, supplemented, restated or replaced from time to time and together, the "**Finnish Deeds of Covenant**") dated October 12, 2018 and made by the Issuer. The original of the Finnish Deeds of Covenant is held by the Issuing and Paying Agent. Copies of the Issue and Paying Agency Agreement, the Deed of Covenant, the Swedish Deeds of Covenant and the Finnish Deeds of Covenant are available for inspection during normal business hours at the specified office of each of the Paying Agents (other than the Finnish Issuing and Paying Agent) and the Registrar. All persons from time to time entitled to the benefit of obligations under any Notes shall be deemed to have notice of, and shall be bound by, all of the provisions of the Issue and Paying Agency Agreement insofar as they relate to the relevant Notes.

Following their delivery into Euroclear and/or Clearstream Luxembourg, if applicable, interests in Notes may be delivered, held and settled in Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) ("**CREST**") through the issuance of dematerialised depository interests ("**CREST Depository Interests**" or "**CDIs**") issued, held, settled and transferred through CREST, representing the interests in the relevant Notes underlying the CDIs (the "**Underlying Notes**"). The CDIs will be issued by the CREST Depository Limited (the "**CREST Depository**") to investors who hold through CREST ("**CDI Holders**") and will be issued pursuant to the Global Deed Poll dated 25 June 2001, in the form from time to time contained in Chapter 8 of the CREST International Manual (which forms part of the CREST Manual issued by CREST, which comprises the documents setting out the legal relationship of CREST with its users and participants), governed by English law (as subsequently modified, supplemented and/or restated) (the "**CREST Deed Poll**").

The Notes are issued in series (each, a "**Series**"), and each Series may comprise one or more tranches ("**Tranches**" and each, a "**Tranche**") of Notes.

References in these Terms and Conditions (the "**Conditions**") to Notes are to Notes of the relevant Series and means:

- (a) in relation to any Notes represented by a global Note (a "**Global Note**"), units of the lowest Specified Denomination in the Specified Currency;
- (b) any Global Note;
- (c) any definitive Note issued on exchange for a Global Note;
- (d) any Swedish Note; and

- (e) any Finnish Note.

References to Coupons (as defined in Condition 1.06) and Receipts (as defined in Condition 1.07) are to Coupons and Receipts relating to Notes of the relevant Series.

Each Tranche of Non-Exempt Notes will be the subject of final terms (each, "**Final Terms**"), a copy of which will be available free of charge during normal business hours at the specified office of the Issuing and Paying Agent and/or, as the case may be, the applicable Registrar and each other Paying Agent. If the Notes are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") the applicable Final Terms will be published on the website of Euronext Dublin. If a Note is not so listed but is not an Exempt Note the applicable Final Terms will be published on the website of the Central Bank of Ireland ([www.centralbank.ie](http://www.centralbank.ie)) as the competent authority of the home member state for such Notes. Each Tranche of Exempt Notes will be the subject of a pricing supplement (each, a "**Pricing Supplement**"), a copy of which will be available free of charge during normal business hours at the specified office of the Issuing and Paying Agent and/or, as the case may be, the applicable Registrar and each other Paying Agent, only by a Holder of or, as the case may be, a Relevant Account Holder (each as defined herein) in respect of, such Notes. If the Exempt Notes are to be admitted to trading on the Global Exchange Market of Euronext Dublin, the applicable Pricing Supplement will be published on the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)).

References in these Conditions to the "**applicable Final Terms**" are, unless otherwise stated, to Part A of the Final Terms(s) prepared in relation to the Notes of the relevant Tranche or Series and references in these Conditions to the "**applicable Pricing Supplement**" are, unless otherwise stated, to Part A of the Pricing Supplement(s) prepared in relation to the Notes of the relevant Tranche or Series. For the purposes hereof, "**applicable Issue Terms**" means either (i) where the Notes are Non-Exempt Notes, the applicable Final Terms or (ii) where the Notes are Exempt Notes, the applicable Pricing Supplement, and should be construed accordingly.

The applicable Issue Terms for the Notes complete these Conditions and, in the case of a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an "**Exempt Note**"), the applicable Pricing Supplement may specify other terms and conditions which shall, to the extent so specified or to the extent that is inconsistent with these Conditions, supplement, replace or modify these Conditions for the purposes of the Notes. The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended), and includes any relevant implementing measure in a relevant Member State of the European Economic Area. Any references herein to a "**Non-Exempt Note**" are to a Note that is not an Exempt Note.

## 1. Form and Denomination

**1.01** Notes are issued in either (subject as provided in Condition 1.05 below) (a) bearer form ("**Bearer Notes**") (b) registered form ("**Registered Notes**") or (c) dematerialised uncertificated book-entry form settled in either Euroclear Sweden AB ("**Swedish Notes**") or Euroclear Finland Ltd ("**Finnish Notes**"), as specified in the applicable Issue Terms and, with the exception of Swedish Notes and Finnish Notes, are serially numbered. Registered Notes, Swedish Notes and Finnish Notes will not be exchangeable for Bearer Notes.

If this Note is a Non-Exempt Note, this Note may be a Note bearing interest on a fixed rate basis ("**Fixed Rate Note**"), a Note bearing interest on a floating rate basis ("**Floating Rate**"),

**Note**”), a Note issued on a non-interest bearing basis (“**Zero Coupon Note**”), a Note with respect to which interest is calculated by reference to an index or a basket of indices (“**Index Linked Interest Note**”), a Note with respect to which principal is calculated by reference to an index or a basket of indices (“**Index Linked Redemption Note**”), a Note with respect to which interest is calculated by reference to currencies or a basket of currencies (a “**Currency Linked Interest Note**”), a Note with respect to which principal is calculated by reference to currencies or a basket of currencies (a “**Currency Linked Redemption Note**”), a Note with respect to which interest is calculated by reference to a single fund or a basket of funds (a “**Fund Linked Interest Note**”), a Note with respect to which principal is calculated by reference to a single fund or a basket of funds (a “**Fund Linked Redemption Note**”), a Note with respect to which interest is calculated by reference to the level of a commodity or commodity index or a basket of commodities or commodity indices (“**Commodity Linked Interest Note**”), a Note with respect to which principal is calculated by reference to the level of a commodity or commodity index or a basket of commodities or commodity indices (“**Commodity Linked Redemption Note**”), a Note with respect to which interest is calculated by reference to a single equity security or a basket of equity securities (an “**Equity Linked Interest Note**”), a Note with respect to which principal is calculated by reference to a single equity security or a basket of equity securities (an “**Equity Linked Redemption Note**”), a Note with respect to which principal is calculated by reference to specified preference shares of the Preference Share Issuer (“**Preference Share Linked Note**”), a variable rate Note whose coupon and value increases as the frequency of which a reference interest rate is within a specified range increases (a “**Digital Range Accrual Interest Note**”), a variable rate Note whose coupon and value increases as a reference interest rate declines relative to a fixed rate and the previous variable rate (a “**Floating Ratchet Interest Note**”), a variable rate Note whose coupon and value increases as a leveraged reference interest rate increases or as the difference between one reference interest rate and another leveraged reference interest rate increases (a “**Floating Participation Interest Note**”), a Note whose coupon may switch automatically or at the option of the Issuer from one interest basis to another during its life (a “**Switchable Interest Note**”), or a combination of any of the foregoing, depending upon the Interest Basis and/or Redemption/Payment Basis specified in the applicable Final Terms.

If this Note is an Exempt Note, this Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index Linked Interest Note, an Index Linked Redemption Note, a Currency Linked Interest Note, a Currency Linked Redemption Note, a Fund Linked Interest Note, a Fund Linked Redemption Note, a Commodity Linked Interest Note, a Commodity Linked Redemption Note, an Equity Linked Interest Note, an Equity Linked Redemption Note, a Note redeemable in instalments, a Note to which principal is subject to the occurrence of a credit event on a specified reference entity(ies) and satisfaction of conditions to settlement is linked to the credit of a specified entity or entities (a “**Credit Linked Note**”), a Preference Share Linked Note, a Note with respect to which principal and/or interest (a “**Dual Currency Interest Note**”) is payable in one or more Specified Currencies other than the Specified Currency in which it is denominated (a “**Dual Currency Note**”), a Note which is issued on a partly paid basis (a “**Partly Paid Note**”), a variable rate Note whose coupon and value increases as a reference interest rate declines (an “**Inverse Floating Rate Note**”), a Digital Range Accrual Interest Note, a Floating Ratchet Interest Note, a Floating Participation Interest Note, a Switchable Interest Note, or a combination of any of the foregoing, or any other kind of Note, depending upon the Interest Basis and/or Redemption/Payment Basis specified in the applicable Pricing Supplement.

In these Conditions, any item noted above by reference to which the principal or interest of a Note is calculated shall be referred to as a “**Reference Item**”. Any Reference Item linked Notes, shall be referred to as “**Reference Item Linked Notes**”. Any Non-Exempt Notes which are Reference Item Linked Notes in respect of which the interest is calculated by

reference to a Reference Item, shall be referred to as "**Non-Exempt Reference Item Linked Interest Notes**". Any Non-Exempt Notes which are Reference Item Linked Notes in respect of which the principal is calculated by reference to a Reference Item, shall be referred to as "**Non-Exempt Reference Item Linked Redemption Notes**". A Non-Exempt Note may be both a Non-Exempt Reference Item Linked Interest Note and a Non-Exempt Reference Item Linked Redemption Note.

Swedish Notes are being issued in uncertificated and dematerialised book-entry form in accordance with the SCSDFIA Act. No global or definitive Swedish Notes will be issued and these Conditions shall be construed accordingly. The Swedish Notes will be transferable only in accordance with the provisions of the SCSDFIA Act, other applicable Swedish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Sweden AB ("**Euroclear Sweden**").

The applicable Issue Terms will specify whether the Issuer shall have access to the register of creditors (Sw. *skuldboken*) in respect of the Swedish Notes.

Finnish Notes are being issued in uncertificated and dematerialised book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (Fin: *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017, as amended)) and the Finnish Act on Book Entry Accounts (Fin: *laki arvo-osuustileistä* (827/1991, as amended)). No global or definitive Finnish Notes will be issued and these Conditions shall be construed accordingly. The Finnish Notes will be transferable only in accordance with the provisions of the Finnish Act on the Book-Entry System and Clearing Operations (Fin: *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017, as amended)) and the Finnish Act on Book Entry Accounts (Fin: *laki arvo-osuustileistä* (827/1991, as amended)), other applicable Finnish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Finland Ltd ("**Euroclear Finland**").

The Issuer and the Finnish Issuing and Paying Agent shall be entitled to obtain extracts from the book-entry registers of Euroclear Finland in respect of the Finnish Notes.

### **Bearer Notes**

**1.02** The Issue Terms shall specify whether U.S. Treasury Regulation § 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 United States Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA D Rules**") or U.S. Treasury Regulation § 1.163-5(c)(2)(i)(C) (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 United States Hiring Incentives to Restore Employment Act of 2010) (the "**TEFRA C Rules**") shall apply. Each Tranche of Bearer Notes with an original maturity of more than one year is represented upon issue by a temporary global Note (a "**Temporary Global Note**"), unless the Issue Terms specify otherwise, in particular, when the TEFRA C Rules apply.

Where the Issue Terms applicable to a Tranche of Bearer Notes so specify or where a Tranche of Bearer Notes has an original maturity of one year or less, such Tranche is (unless otherwise specified in the Issue Terms) represented upon issue by a permanent global Note (a "**Permanent Global Note**").

Interests in the Temporary Global Note may be exchanged for:

- (i) interests in a Permanent Global Note; or
- (ii) if so specified in the Issue Terms, definitive Bearer Notes (“**Definitive Notes**”) and/or (in the case of a Series comprising both Bearer Notes and Registered Notes and if so specified in the Issue Terms) Registered Notes.

Exchanges of interests in a Temporary Global Note for Definitive Notes or, as the case may be, a Permanent Global Note will be made only on or after the Exchange Date (as specified in the Issue Terms) and (unless the Issue Terms specify that the TEFRA C Rules are applicable to the Notes) provided certification as to the beneficial ownership thereof as required by U.S. Treasury regulations has been received in accordance with the terms of the Temporary Global Note (each certification in such form as is required by the relevant clearing system). An exchange of interests in a Temporary Global Note or a Permanent Global Note for Registered Notes will be made at any time or from such date as may be specified in the Issue Terms, in each case, without any requirement for certification.

**1.03** The bearer of any Temporary Global Note shall not (unless, upon due presentation of such Temporary Global Note for exchange (in whole but not in part only) for a Permanent Global Note or for delivery of Definitive Notes and/or Registered Notes, such exchange or delivery is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) be entitled to collect any payment in respect of the Notes represented by such Temporary Global Note which falls due on or after the Exchange Date or be entitled to exercise any option on a date after the Exchange Date.

**1.04** Unless the Issue Terms specify that the TEFRA C Rules are applicable to the Notes and subject to Condition 1.03 above, if any date on which a payment of interest is due on the Notes of a Tranche occurs while any of the Notes of that Tranche are represented by a Temporary Global Note, the related interest payment will be made on the Temporary Global Note only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury regulations (in such form as is required by the relevant clearing system), has been received by Euroclear Bank SA/NV (“**Euroclear**”) or Clearstream Banking S.A. (“**Clearstream, Luxembourg**”) or any other relevant clearing system in accordance with the terms of the Temporary Global Note. Payments of amounts due in respect of a Permanent Global Note or (subject to Condition 1.03 above) a Temporary Global Note will be made through Euroclear or Clearstream, Luxembourg or any other relevant clearing system without any requirement for further certification. Any reference herein to Euroclear or Clearstream, Luxembourg shall be deemed to include a reference to any other relevant clearing system.

**1.05** Interests in a Permanent Global Note will be exchanged by the Issuer in whole but not in part only at the option of the Holder of such Permanent Global Note, for Definitive Notes and/or (in the case of a Series comprising both Bearer and Registered Notes and if so specified in the applicable Issue Terms) Registered Notes, (a) if an Event of Default occurs in respect of any Note of the relevant Series; or (b) if either Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so and the Issuer is unable to locate a qualified successor within 90 days of the occurrence of any such event.

**1.06** Definitive Notes that are interest bearing have attached thereto, at the time of their initial delivery, coupons (“**Coupons**”), the presentation of which will be a prerequisite to the payment of interest save in certain circumstances specified herein. Definitive Notes that are

interest bearing and which have more than 27 interest payments remaining, at the time of their initial delivery, have attached a talon ("**Talon**") for further coupons and the expression "**Coupons**" shall, where the context so requires, include Talons.

**1.07** Definitive Notes which are Exempt Notes, the principal amount of which is repayable by instalments ("**Instalment Notes**") in such amounts as may be specified in, or determined in accordance with, the provisions of the Pricing Supplement (each an "**Instalment Amount**"), have endorsed thereon a grid for recording the repayment of Instalment Amounts or, if so specified in the applicable Pricing Supplement, have attached thereto, at the time of their initial delivery, payment receipts ("**Receipts**") in respect of the Instalment Amounts repaid.

### **Registered Notes**

**1.08** Where the Issue Terms applicable to a Tranche of Registered Notes so specify, such Tranche is represented upon issue by a global registered note ("**Global Registered Note**").

Interests in a Global Registered Note will be exchangeable (free of charge), in whole but not in part, for Registered Notes in definitive form without receipts, interest coupons or talons attached (a) if an Event of Default occurs in respect of any Note of the relevant Series; or (b) if either Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of fourteen days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so and the Issuer is unable to locate a qualified successor within 90 days of the occurrence of any such event.

### **1.09 Intentionally Deleted**

### **Denomination**

#### **Denomination of Bearer Notes**

**1.10** Bearer Notes are in the denominations (the "**Specified Denomination(s)**") specified in the applicable Issue Terms. Unless otherwise specified in the applicable Issue Terms, Bearer Notes of one denomination may not be exchanged for Bearer Notes of any other denomination.

#### **Denomination of Registered Notes**

**1.11** Registered Notes are in the Specified Denominations specified in the applicable Issue Terms.

#### **Denomination of Swedish Notes**

**1.11a** Swedish Notes are in the Specified Denominations specified in the applicable Issue Terms.

#### **Denomination of Finnish Note**

**1.11b** Finnish Notes are in the Specified Denominations specified in the applicable Issue Terms.

## **Currency of Notes**

**1.12** The Notes are denominated in such currency (the "**Specified Currency**") as may be specified in the applicable Issue Terms. Any currency may be so specified, subject to compliance with all applicable legal and/or regulatory and/or central bank requirements.

## **2. Title and Transfer**

**2.01** Title to Bearer Notes, Receipts and Coupons passes by delivery. References herein to the "**Holders**" of Bearer Notes or of Receipts or Coupons are to the bearers of such Bearer Notes or such Receipts or Coupons.

**2.02** Title to Registered Notes passes by due endorsement in the relevant register. The Issuer shall procure that the Registrar keep a register or registers in which shall be entered the names and addresses of the Holders of Registered Notes and particulars of the Registered Notes held by them. Such registration shall be noted on the Registered Notes by the Registrar. References herein to the "**Holders**" of Registered Notes are to the persons in whose names such Registered Notes are so registered in the relevant register.

**2.02a** The person appearing in the register (Sw. *avstämningsregister*) held by Euroclear Sweden on behalf of the Issuer (the "**Swedish Notes Register**") will be treated as the holder of the relevant Swedish Notes and title to the Swedish Notes passes only by registration in the Swedish Notes Register. References herein to the "**Holders**" of Swedish Notes are to the persons in whose names such Swedish Notes are so registered in the Swedish Notes Register. Where a nominee (Sw. *förvaltare*) is so evidenced it shall be treated as the Holder of the relevant Securities.

**2.02b** The person appearing in the book-entry register maintained by Euroclear Finland on behalf of the Issuer (the "**Finnish Securities Register**") will be treated as the holder of the relevant Finnish Notes and title to the Finnish Notes passes only by registration in the Finnish Securities Register. References to the "**Holders**" of Finnish Notes are to the persons in whose names such Finnish Notes are registered in the Finnish Securities Register, including nominee account holders (Fin: *hallintarekisteröinnin hoitaja*) as the case may be.

**2.03** The Holder of any Bearer Note, Coupon, Registered Note, Swedish Note or Finnish Note will for all purposes of the Issue and Paying Agency Agreement, the Swedish Notes Issuing and Paying Agent Agreement and the Finnish Issuing and Paying Agent Agreement (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof and no person shall be liable for so treating such Holder.

## **Holders of Global Notes**

**2.04** For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear and/or Clearstream, Luxembourg or such other clearing system as set out in the applicable Issue Terms, each person (other than Euroclear or Clearstream, Luxembourg or such other clearing system as set out in Part B of the applicable Issue Terms) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg or such other clearing system as the holder of a particular principal amount of such Notes (a "**Relevant Account Holder**") (in which regard any certificate or other document issued by Euroclear or

Clearstream, Luxembourg or such other clearing system as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest or proven error) shall be treated by the Issuer, the Issuing and Paying Agent, the Registrar and any other Paying Agent as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer of the relevant Temporary Global Note and/or Permanent Global Note or registered holder of a Global Note shall be treated by the Issuer, the Issuing and Paying Agent and any Paying Agent and any Registrar as the holder of such principal amount of such Notes in accordance with and subject to the terms of the Global Note and/or the Deed of Covenant, as the case may be, and the expression “**Holder**” and related expressions shall be construed accordingly. Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures of Euroclear or of Clearstream, Luxembourg or any other relevant clearing system, as the case may be in force from time to time.

***Transfer of Registered Notes and exchange of Bearer Notes for Registered Notes***

**2.05** A Registered Note may, upon the terms and subject to the conditions set forth in the Issue and Paying Agency Agreement and as required by law, be transferred in whole or in part only (provided that such part is, or is an integral multiple of, the minimum Specified Denomination specified in the applicable Issue Terms) upon the surrender of the Registered Note to be transferred, together with a form of transfer duly completed and executed, at the specified office of the Registrar. A new Registered Note will be issued to the transferee and, in the case of a transfer of part only of a Registered Note, a new Registered Note in respect of the balance not transferred will be issued to the transferor.

**2.06** If so specified in the applicable Issue Terms, the Holder of Bearer Notes may exchange the same for the same aggregate principal amount of Registered Notes upon the terms and subject to the conditions set forth in the Issue and Paying Agency Agreement and as may be required by law. In order to exchange a Bearer Note for a Registered Note, the Holder thereof shall surrender such Bearer Note at the specified office outside the United States of America (the “**United States**”) of the Issuing and Paying Agent or of the Registrar, together with a written request for the exchange. Each Bearer Note so surrendered must be accompanied by all unmatured Receipts and Coupons appertaining thereto other than any Coupon where the exchange date (as defined in Condition 2.07) would, but for the provisions of Condition 2.07, occur between the Record Date (as defined in Condition 18.10) for such payment of interest and the next Interest Payment Date for such Coupon.

**2.07** Each new Registered Note to be issued upon the registration of the transfer of a Registered Note or the exchange of a Bearer Note for a Registered Note will, within three Relevant Banking Days of the transfer date or, as the case may be, the exchange date be available for collection by each relevant Holder at the specified office of the Registrar or, at the option of the Holder requesting such exchange or transfer, be mailed (by uninsured post at the risk of the Holder(s) entitled thereto) to such address(es) as may be specified by such Holder. For these purposes, a form of transfer or request for exchange received by the Registrar or the Issuing and Paying Agent after the Record Date in respect of any payment due in respect of Registered Notes shall be deemed not to be effectively received by the Registrar or the Issuing and Paying Agent until the day following the due date for such payment.

For the purposes of these Conditions:

- (i) “**Relevant Banking Day**” means a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in the place where the specified office of the Registrar is located and, in the case only of an exchange of a Bearer Note for a Registered Note where such request for exchange is made to the Issuing and Paying Agent, in the place where the specified office of the Issuing and Paying Agent is located;
- (ii) the “**exchange date**” shall be the Relevant Banking Day following the day on which the relevant Bearer Note shall have been surrendered for exchange in accordance with Condition 2.06; and
- (iii) the “**transfer date**” shall be the Relevant Banking Day following the day on which the relevant Registered Note shall have been surrendered for transfer in accordance with Condition 2.05.

**2.08** The issue of new Registered Notes on transfer or on the exchange of Bearer Notes for Registered Notes will be effected without charge by or on behalf of the Issuer, the Issuing and Paying Agent or the Registrar, but upon payment by the applicant of (or the giving by the applicant of such indemnity as the Issuer, the Issuing and Paying Agent or the Registrar may require in respect of) any tax, duty or other governmental charges which may be imposed in relation thereto.

### ***Minimum Trading Size***

**2.09** Notes represented by a Global Note may, if specified in the applicable Issue Terms, be subject to a Minimum Trading Size, in which case such Notes will, for so long as they are cleared through Euroclear or Clearstream, Luxembourg, be transferrable only in a principal amount of not less than such Minimum Trading Size. Notwithstanding the foregoing, such Notes will only be transferrable in accordance with the rules of Euroclear or Clearstream, Luxembourg.

## **3. Status of the Notes**

### ***Notes Generally***

**3.01** The Notes constitute legal, valid and binding direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other present and future unsubordinated and unsecured obligations of the Issuer (including deposit liabilities), except as otherwise prescribed by law and subject to the exercise of bank resolution powers under the Canada Deposit Insurance Corporation Act (Canada) (the “**CDIC Act**”).

### ***Notes which are Bail-inable Securities***

**3.02** This Condition 3.02 will apply in respect of all Notes issued by the Issuer that are identified as Bail-inable Securities in the applicable Issue Terms (“**Bail-inable Securities**”).

All Notes that (i) have an original or amended term to maturity of more than 400 days, have one or more explicit or embedded options, that if exercised by or on behalf of the Issuer, could result in a maturity date that is more than 400 days from the date of issuance of Notes or that have an explicit or embedded option that, if exercised by or on behalf of the Holder, could by itself result in a maturity date that is more than 400 days from the maturity date that would apply if the option were not exercised; and (ii) are not otherwise excluded, for example as structured notes (as such term is used under the Canadian bank recapitalization regime for banks designated by the Superintendent of Financial Institutions (Canada) (the “**Superintendent**”) as domestic systemically important banks (the “**Bail-in Regime**”)), under the Bail-in Regime, will be identified as Bail-inable Securities in the applicable Issue Terms. Notes that constitute structured notes (as such term is used under the Bail-in Regime) or are otherwise excluded under the Bail-in Regime will not be identified as Bail-inable Securities in the applicable Issue Terms.

By its acquisition of an interest in Bail-inable Securities, each Holder (which, for the purposes of this Condition 3.02, includes each holder of a beneficial interest in such Bail-inable Securities) is deemed to:

- (i) agree to be bound, in respect of such Bail-inable Securities, by the CDIC Act, including the conversion of the Bail-inable Securities, in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Issuer or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and the variation or extinguishment of the Bail-inable Securities in consequence, and by the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to such Bail-inable Securities (a “**Bail-in Conversion**”);
- (ii) attorn to the jurisdiction of the courts in the Province of Ontario in Canada with respect to the CDIC Act and the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Securities;
- (iii) have represented and warranted to the Issuer that the Issuer has not directly or indirectly provided financing to the Holder of the Bail-inable Securities for the express purpose of investing in Bail-inable Securities; and
- (iv) acknowledge and agree that the terms referred to in paragraphs (i) and (ii), of this Condition 3.02, are binding on such Holder despite any other provisions in these Conditions, any other law that governs such Bail-inable Securities and any other agreement, arrangement or understanding between such Holder and the Issuer with respect to such Bail-inable Securities.

The applicable Issue Terms will indicate whether Notes are Bail-inable Securities. All Bail-inable Securities are subject to Bail-in Conversion.

Each Holder of the Bail-inable Securities that acquires an interest in the Bail-inable Securities in the secondary market and any successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of any such Holder shall be deemed to acknowledge, accept, agree to be bound by and consent to the same provisions specified herein to the same extent as the Holders that acquire an interest in the Bail-inable Securities

upon their initial issuance, including, without limitation, with respect to the terms of the Bail-inable Securities related to the Bail-in Regime.

**3.02a** A Holder of a Bail-inable Security will have no further rights in respect of a Bail-inable Security to the extent such Bail-inable Security is converted in a Bail-in Conversion, other than those provided under the Bail-in Regime, and by its acquisition of an interest in the Bail-inable Security, each Holder of the Bail-inable Security is deemed to irrevocably consent to the converted portion of the principal amount of the Bail-inable Security and any accrued and unpaid interest thereon being deemed paid in full by the issuance of common shares of the Issuer (or, if applicable, any of its affiliates) upon the occurrence of a Bail-in Conversion, which Bail-in Conversion shall occur without any further action on the part of that Holder or the Paying Agents or the Registrar except as noted in Condition 3.02b below; provided that, for the avoidance of doubt, this consent shall not limit or otherwise affect any rights of that Holder provided for under the Bail-in Regime.

**3.02b** By its acquisition of an interest in Bail-inable Securities, each Holder of Bail-inable Securities is deemed to have authorised, directed and requested Euroclear and/or Clearstream, Luxembourg, Euroclear Sweden or Euroclear Finland and any direct participant in such clearing system or other intermediary through which it holds the Bail-inable Securities to take any and all necessary action, if required, to implement the Bail-in Conversion or any other action pursuant to the Bail-in Regime with respect to the Bail-inable Securities, as may be imposed on it, without any further action or direction on the part of that Holder or the Issuing and Paying Agent or the Registrar, except as required in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg, Euroclear Sweden or Euroclear Finland and/or such direct participant or other intermediary, as applicable.

#### **4. Interest**

*For any Non-Exempt Note, the applicable Final Terms will specify whether such Note is (a) a Fixed Rate Note, a Floating Rate Note, a Non-Exempt Reference Item Linked Interest Note of a type specified in Condition 31, or a combination of the foregoing, depending upon the interest provisions included and completed in the applicable Final Terms (b) a Zero Coupon Note or (c) a non-interest bearing Note, in each case depending upon the Interest Basis specified in the applicable Final Terms.*

*For any Exempt Note, the applicable Pricing Supplement will indicate the applicable Interest Basis.*

##### ***Interest***

*Where the Notes are specified to be Fixed Rate Notes (other than Adjusted Fixed Rate Notes (as defined below)), the interest payable in respect of the Notes will be calculated in accordance with Condition 4.02 (Interest on Fixed Rate Notes other than Adjusted Fixed Rate Notes) below.*

*Where the Notes are specified to be Adjusted Fixed Rate Notes, the interest payable in respect of the Notes will be calculated in accordance with Condition 4.02a (Adjusted Fixed Rate Notes) below.*

*Where the Notes are specified to be Floating Rate Notes or Non-Exempt Reference Item Linked Interest Notes, the interest payable in respect of the Notes will be calculated in*

accordance with Condition 4.03 (Interest on Floating Rate Notes and Non-Exempt Reference Item Linked Interest Notes), Condition 4.07 (Interest Amount(s), Calculation Agent and Reference Banks) and Condition 4.08 (Calculations and Adjustments) below and/or the relevant provisions of Condition 31 and Condition 32.

Where the Notes are Exempt Notes which are not Fixed Rate Notes or Floating Rate Notes, the interest payable in respect of the Notes, if any, will be calculated in accordance with the provisions of Condition 4.09 below.

**4.01** Words and expressions appearing in this Condition 4 and not otherwise defined herein or in the applicable Issue Terms shall have the meanings given to them in Condition 4.11.

Where the Notes pay interest, the interest is payable as consideration for the use of the Issue Price in respect of a Note and as compensation in recognition that the interest on any or all of the Interest Payment Dates may be equal to zero or less than a commercial rate of return on the Notes and/or that the Final Redemption Amount and/or value of the Entitlement may be less than the Issue Price. For the avoidance of doubt, in the event that the interest amount for an Interest Payment Date is zero or less, no amount shall be payable by the Issuer in respect of such Interest Payment Date.

**4.01a** Notwithstanding anything to the contrary in these Conditions (and in particular this Condition 4), interest on Swedish Notes shall accrue and be calculated from (but excluding) the Interest Commencement Date to (and including) the first Interest Payment Date and following the first Interest Payment Date from (but excluding) an Interest Payment Date to (and including) the next occurring Interest Payment Date and the definition of "Interest Period" shall be construed accordingly.

***Interest on Fixed Rate Notes other than Adjusted Fixed Rate Notes***

*This Condition 4.02 applies to Fixed Rate Notes only but does not apply to Adjusted Fixed Rate Notes. The applicable Issue Terms contains provisions applicable to the determination of such fixed rate interest and must be read in conjunction with this Condition 4.02 for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Issue Terms will specify the Interest Commencement Date, the rate(s) of interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction, the Business Day Convention and any applicable Determination Date.*

**4.02** Each Fixed Rate Note bears interest on its Outstanding Principal Amount from and including the Interest Commencement Date at the rate(s) per annum equal to the Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year up to and including the Maturity Date if that does not fall on an Interest Payment Date.

Unless otherwise provided in the applicable Issue Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on, but excluding, such date will amount to the Fixed Coupon Amount. Payments of Interest on any Interest Payment Date will, if so specified in the applicable Issue Terms, amount to the Broken Amount(s) so specified.

As used in these Conditions, “**Fixed Interest Period**” means the period from and including an Interest Payment Date (or the Interest Commencement Date) to but excluding the next (or first) Interest Payment Date.

Interest will be calculated on the Calculation Amount of the Fixed Rate Notes. If interest is required to be calculated for a period ending other than on an Interest Payment Date, or if no Fixed Coupon Amount is specified in the applicable Issue Terms, such interest shall be calculated in accordance with Condition 4.08.

#### **Adjusted Fixed Rate Notes**

*This Condition 4.02a applies to Fixed Rate Notes for which “Adjusted Interest Periods” is specified as applicable in the applicable Issue Terms (“Adjusted Fixed Rate Notes”) only. The applicable Issue Terms contains provisions applicable to the determination of such fixed rate interest and must be read in conjunction with this Condition 4.02a for full information on the manner in which interest is calculated on Adjusted Fixed Rate Notes. In particular, the applicable Issue Terms will specify the Interest Commencement Date, the rate(s) of interest, the Interest Payment Date(s), the Maturity Date, the Calculation Amount, the Day Count Fraction and the Business Day Convention.*

**4.02a** Notwithstanding the foregoing, each Adjusted Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate per annum equal to the Rate of Interest. For the purposes of calculating the amount of interest, each Interest Payment Date will be subject to adjustment in accordance with the Business Day Convention specified in the applicable Issue Terms. Interest will be payable in arrear on each Interest Payment Date.

The Calculation Agent will, as soon as practicable on the last day of each Interest Period, calculate the amount of interest payable per Calculation Amount for the relevant Interest Period. The determination of the amount of interest payable per Calculation Amount by the Calculation Agent shall (in the absence of manifest error and after confirmation by the Issuer) be final and binding upon all parties.

The Calculation Agent will cause the amount of interest payable per Calculation Amount for each Interest Period and the relevant Interest Payment Date to be notified to each of the Paying Agents and to be notified to Holders as soon as possible after their determination but in no event later than the fourth Business Day thereafter. The amount of interest payable per Calculation Amount and Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Notes become due and payable under Condition 16, the accrued interest per Calculation Amount shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this provision but no publication of the amount of interest payable per Calculation Amount so calculated need be made.

Interest shall be calculated in respect of any period by applying the Rate of Interest to the Calculation Amount and multiplying such product by the Day Count Fraction and rounding the resultant figure to the nearest sub-unit, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

Where the Notes are represented by a Global Note or where the Specified Denomination of a Note in definitive form is a multiple of the Calculation Amount, the amount of interest 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 Outstanding Principal Amount of

the Global Note or the Specified Denomination of a Note in definitive form, without any further rounding.

#### **4.03 Interest on Floating Rate Notes and Non-Exempt Reference Item Linked Interest Notes**

*This Condition 4.03 applies to Floating Rate Notes and Non-Exempt Reference Item Linked Interest Notes only. The applicable Issue Terms contains provisions applicable to the determination of interest in respect of such Notes and must be read in conjunction with this Condition 4.03 and/or, in the case of Non-Exempt Reference Item Linked Interest Notes, the relevant provisions of Condition 31 and Condition 32 for full information on the manner in which interest is calculated on Floating Rate Notes and Non-Exempt Reference Item Linked Interest Notes. In particular, the applicable Issue Terms will identify any Specified Interest Payment Dates, the Interest Commencement Date, the Business Day Convention and any Additional Business Centres. In respect of Floating Rate Notes, the applicable Issue Terms will specify whether ISDA Rate Determination or Screen Rate Determination applies to the calculation of interest, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Rate Determination applies to the calculation of interest, the applicable Issue Terms will also specify the applicable Floating Rate Option, Designated Maturity and Reset Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Issue Terms will also specify the applicable Reference Rate, Interest Determination Date(s) and Relevant Screen Page. In respect of Non-Exempt Reference Item Linked Interest Notes, the applicable Final Terms will also identify those items specified in the applicable provisions of Condition 31 and Condition 32.*

##### *(i) Interest Payment Dates*

Each Floating Rate Note, and Non-Exempt Reference Item Linked Interest Note bears interest on its Outstanding Principal Amount from (and including) the Interest Commencement Date and such interest will be payable in arrear on either:

- (A) the Specified Interest Payment Date(s) (each an “**Interest Payment Date**”) in each year specified in the applicable Issue Terms with the first Interest Payment Date (the “**First Interest Payment Date**”) being as specified in the applicable Issue Terms; or
- (B) if no Specified Interest Payment Date(s) is/are specified in the applicable Issue Terms, each date (each an “**Interest Payment Date**”) which falls the number of months or other period specified as the Specified Period(s) in the applicable Issue Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

Such interest will be payable in respect of each Interest Period (which expression, shall, in these Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date. Interest will be calculated on the Calculation Amount of the Floating Rate Notes and Non-Exempt Reference Item Linked Interest Notes.

##### *(ii) 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 Issue Terms. The Rate of Interest

payable from time to time in respect of Non-Exempt Reference Item Linked Notes will be determined in accordance with the relevant provisions of Condition 31 and Condition 32.

*(iii) Screen Rate Determination*

Where the Screen Rate Determination is specified in the applicable Issue Terms as the manner in which the Rate of Interest is to be determined:

- (i) the Rate of Interest for each Interest Period will, subject as provided below, be either:
  - (1) the offered quotation, or
  - (2) the arithmetic mean (rounded, if necessary, to the nearest one-hundred thousandth of a percentage point, 0.000005 being rounded upwards) of the offered quotations

(expressed as a percentage rate per annum) for the Reference Rate (being LIBOR, EURIBOR or CNH HIBOR as specified in the applicable Issue Terms) for deposits in the Specified Currency for that Interest Period which appears or appear, as the case may be, on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date, all as determined by the Calculation Agent;

- (ii) if, on any Interest Determination Date, no such Reference Rate so appears or, as the case may be, if fewer than two offered quotations so appear or if the Relevant Screen Page is unavailable or if the offered rate or rates which appear as at the Relevant Time do not apply to a period or duration equal to the Interest Period, the Calculation Agent will request appropriate quotations and will determine the arithmetic mean (rounded as aforesaid) of the rates at which deposits in the relevant currency are offered by the Reference Banks at approximately the Relevant Time on the Interest Determination Date to prime banks in the London interbank market in the case of LIBOR or in the Euro-zone (as defined herein) interbank market in the case of EURIBOR or in Hong Kong interbank market in the case of CNH HIBOR for a period of the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time;
- (iii) if, on any Interest Determination Date, only two or three rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as aforesaid) of the rates so quoted; or
- (iv) if, on any Interest Determination Date, fewer than two rates are so quoted, the Calculation Agent will determine the arithmetic mean (rounded as aforesaid) of the rates quoted by four major banks in the Financial Centre as selected by the Calculation Agent, at approximately 11.00 a.m. (Financial Centre time) on the first day of the relevant Interest Period for loans in the relevant currency to leading European banks for a period for the duration of the relevant Interest Period and in an amount that is representative for a single transaction in the relevant market at the relevant time,

and the Rate of Interest applicable to such Notes during such Interest Period will be the rate or, as the case may be, the arithmetic mean (rounded as aforesaid) of the rates so determined plus or minus (as indicated in the applicable Issue Terms) the Margin, if any, provided however that if the Calculation Agent is unable to determine a rate or, as the case may be, an arithmetic mean of rates in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to such Notes during such Interest Period will be the rate or, as the case may be, the arithmetic mean (rounded as aforesaid) of the rates determined in relation to such Notes in respect of the last preceding Interest Period plus or minus (as indicated in the applicable Issue Terms) the Margin, if any.

(iv) *ISDA Rate Determination*

Where ISDA Rate Determination is specified in the Issue Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Issue Terms) the Margin, if any. For purposes of this Condition 4.03(iv), “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be calculated 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 to which the ISDA Definitions applied and under which:

- the Floating Rate Option (which may refer to a Rate Option or a Price Option, specified in the ISDA Definitions) is as specified in the applicable Issue Terms;
- the Designated Maturity is the period specified in the applicable Issue Terms; and
- the relevant Reset Date is the day specified in the applicable Issue Terms.

For the purposes of this Condition 4.03(iv) “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings given to those terms in the ISDA Definitions.

***Maximum or Minimum Rate of Interest***

**4.04** If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the applicable Issue Terms, then the Interest Rate shall in no event be greater than the maximum or be less than the minimum so specified. Unless otherwise stated in the applicable Issue Terms, the Minimum Rate of Interest in respect of any Notes shall be deemed to be zero.

***Linear Interpolation***

**4.05** Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Issue 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 Issue Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Issue 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, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

### ***Accrual of Interest***

**4.06** Subject to Condition 18.16 and Condition 5.19, interest on a Note will cease to accrue from the due date for its redemption (or, in the case of an Exempt Note which is an Instalment Note, in respect of each Instalment Amount, on the due date for payment of the relevant Instalment Amount) unless upon due presentation or surrender thereof (if required), payment in full of the Final Redemption Amount or the relevant Instalment Amount (as applicable) is improperly withheld or refused or default is otherwise made in the payment thereof. In such event, interest shall continue to accrue on the principal amount in respect of which payment has been improperly withheld or refused or default has been made (as well after as before any demand or judgment) at the Rate of Interest then applicable or such other rate as may be specified for this purpose in the applicable Issue Terms if permitted by applicable law (**“Default Rate”**) until the date on which, upon due presentation or surrender of the relevant Note (if required), the relevant payment is made or, if earlier, the seventh day after the date on which, the Issuing and Paying Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 23 that the Issuing and Paying Agent or, as the case may be, the Registrar has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder).

### ***Interest Amount(s), Calculation Agent and Reference Banks***

**4.07** If a Calculation Agent is specified in the applicable Issue Terms, the Calculation Agent, as soon as practicable after the Relevant Time on each Interest Determination Date (or such other time on such date as the Calculation Agent may be required to calculate any Final Redemption Amount or, Instalment Amount (in the case of an Exempt Note), obtain any quote or make any determination or calculation) will determine the Rate of Interest and calculate the amount(s) of interest payable (the **“Interest Amount(s)”**) in the manner specified in Condition 4.08 below, calculate the Final Redemption Amount or Instalment Amount (as applicable), obtain such quote or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Period and the relevant Interest Payment Date or, as the case may be, the Final Redemption Amount or any Instalment Amount (as applicable) to be notified to the Issuing and Paying Agent, the Registrar (in the case of Registered Notes), the Issuer, the Holders in accordance with Condition 23 and, if the Notes are listed on a stock exchange or admitted to listing by any other authority and the rules of such exchange or other relevant authority so require, such exchange or listing authority as soon as possible after their determination or calculation but in no event later than the fourth London Banking Day thereafter or, if earlier in the case of notification to the stock exchange or other relevant authority, the time required by the relevant stock exchange or listing authority. The Interest Amounts and the Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest

Period. If the Notes become due and payable under Condition 15, the Rate of Interest and any accrued interest payable in respect of the Notes shall nevertheless continue to be calculated in accordance with this Condition but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of each Rate of Interest, Interest Amount, Final Redemption Amount and Instalment Amount (in the case of an Exempt Note), the obtaining of each quote and the making of each determination or calculation by the Calculation Agent shall (in the absence of manifest or proven error) be final and binding upon the Issuer and the Holders and neither the Calculation Agent nor any Reference Bank shall have any liability to the Holders in respect of any determination, calculation, quote or rate made or provided by it.

The Issuer will procure that there shall at all times be such Reference Banks as may be required for the purpose of determining the Rate of Interest applicable to the Notes and a Calculation Agent, if provision is made for one in the Conditions.

If the Calculation Agent is incapable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for any Interest Period or to calculate the Interest Amounts or any other requirements, the Issuer will appoint the London office of a leading bank engaged in the London interbank market to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

#### ***Calculations and Adjustments***

**4.08** Except as otherwise provided herein, the amount of interest payable in respect of any Note for any period shall be calculated (a) in the case of a Non-Exempt Reference Item Linked Interest Note, in accordance with the relevant provisions of Condition 31 and Condition 32 or (b) in the case of any other Note, by applying the Rate of Interest to the Calculation Amount, and multiplying such sum by the Day Count Fraction, save that in the case of an Exempt Note (i) if the Pricing Supplement specifies a specific amount, or a formula for the calculation of an amount, in respect of such period, the amount of interest payable in respect of such Note for such period will be equal to such amount and (ii) in the case of Fixed Rate Notes, the interest shall be calculated on such basis as may be specified in the applicable Pricing Supplement.

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in the Issue Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. being rounded up to 0.00001 per cent.), (b) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen amount and (c) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the smallest sub-unit of such currency, with halves being rounded upwards.

Where the Notes are represented by a Global Note or where the Specified Denomination of a Note in definitive form is a multiple of the Calculation Amount, the amount of interest 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 Outstanding Principal Amount of the Global Note or the Specified Denomination of a Note in definitive form, without any further rounding.

### ***Specific interest provisions applicable to certain types of Exempt Notes***

**4.09** The rate or amount of interest payable in respect of Exempt Notes which are not Fixed Rate Notes or Floating Rate Notes (for which, if Screen Rate Determination is specified as applicable in the applicable Pricing Supplement, the Reference Rate is LIBOR or EURIBOR or CNH HIBOR) shall be determined in the manner specified in the applicable Pricing Supplement.

**4.10** In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue on the paid-up principal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

### ***Definitions***

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

**“Banking Day”** means, in respect of any city, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in that city.

**“Business Day”** means:

- (i) either (A) in relation to Notes payable in a Specified Currency other than euro and Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) and settle payments in the principal financial centre of the country of the relevant Specified Currency specified in the applicable Issue Terms or (B) in relation to Notes payable in euro, a day (other than a Saturday or Sunday) which is a TARGET2 Business Day (as defined below) or (C) in relation to any sum payable in Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for business and settlement of Renminbi payments in each Relevant Renminbi Settlement Centre, as defined in Condition 18.20 below;
- (ii) a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in the Business Centre(s) (other than TARGET2) specified in the applicable Issue Terms; and
- (iii) if TARGET2 is specified in the applicable Issue Terms as a relevant Business Centre, a day (other than a Saturday or Sunday) which is a TARGET2 Business Day.

**“Business Day Convention”** means a convention for adjusting any date (if applicable for the purpose so specified) if (i) it would otherwise fall on a day that is not a Business Day or (ii) there is no numerically corresponding day in the calendar month(s) in which such date should occur, and the following Business Day Conventions, where specified in the Issue Terms in relation to any date applicable to any Notes, shall have the following meanings:

- (A) **“Following Business Day Convention”** means that such date shall be postponed to the first following day that is a Business Day;

- (B) **“Modified Following Business Day Convention”** or **“Modified Business Day Convention”** means that such date shall be postponed to the first following day that is a Business Day unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day;
- (C) **“Preceding Business Day Convention”** means that such date shall be brought forward to the first preceding day that is a Business Day; and
- (D) **“FRN Convention”** or **“Eurodollar Convention”** means that each such date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the Issue Terms after the calendar month in which the preceding such date occurred, provided that:
  - (1) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day in that calendar month;
  - (2) if any such date would otherwise fall on a day which is not a Business Day, then such date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case it will be the first preceding day which is a Business Day; and
  - (3) if the preceding such date occurred on the last day in a calendar month which was a Business Day, then all subsequent such dates will be the last day which is a Business Day in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred.

**“Calculation Agent”** means such agent as may be specified in the Issue Terms as the Calculation Agent.

**“Day Count Fraction”** means, in respect of the calculation of an amount for any period of time (each such period an **“Accrual Period”**), such day count fraction as may be specified in the Issue Terms and:

- (a) if **“Actual/Actual”** or **“Actual/Actual (ISDA)”** is so specified, means the actual number of days in the Accrual Period divided by 365 (or, if any portion of the Accrual Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Accrual Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Accrual Period falling in a non-leap year divided by 365);
- (b) if **“Actual/365 (Fixed)”** is so specified, means the actual number of days in the Accrual Period divided by 365;
- (c) if **“Actual/365 (Sterling)”** is so specified, means the actual number of days in the Accrual Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (d) if **“Actual/360”** is so specified, means the actual number of days in the Accrual Period divided by 360;

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

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

where,

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

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

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

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

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

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

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

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

where,

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

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

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

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

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

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

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

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

where,

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

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

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

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

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

“**D<sub>2</sub>**” is the calendar day, expressed as a number, immediately following the last day included in the Accrual 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<sub>2</sub> will be 30; and

- (h) if “**Actual/Actual (ICMA)**” is so specified:
- (i) if the Accrual Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Accrual Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; or
- (ii) if the Accrual Period is longer than the Determination Period, the sum of:
- (x) the number of days in such Accrual Period falling in the Determination Period in which it begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year; and
  - (y) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Interest Payment Dates that would occur in one calendar year assuming interest was to be payable in respect of the whole of that year

where:

**“Determination Date”** means such dates as specified in the applicable Issue Terms; and

**“Determination Period”** means the period from and including a Determination Date in any year to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment 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).

**“euro”** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

**“Euro-zone”** means the region comprised of those member states of the European Union participating in the European Monetary Union from time to time.

**“Financial Centre”** means such financial centre or centres as may be specified in relation to the relevant currency for the purposes of the definition of “Business Day” in the ISDA Definitions or indicated in the applicable Issue Terms or, in the case of Notes denominated in euro, such financial centre or centres as the Calculation Agent may select.

**“Hong Kong Business Day”** means a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) and settle payments in Hong Kong.

**“Interest Commencement Date”** means the date of issue (the **“Issue Date”**) of the Notes (as specified in the Issue Terms) or such other date as may be specified as such in the applicable Issue Terms.

**“Interest Determination Date”** means, in respect of any Interest Period or determining the interest amount in relation to RMB Notes, the date specified in the applicable Issue Terms, or if none is specified:

- (i) the first day of such Interest Period;
- (ii) in the case of LIBOR (other than Sterling LIBOR) or EURIBOR, the date falling two London Banking Days (or, in the case of EURIBOR or EUROLIBOR, two TARGET2 Business Days) prior to the first day of such Interest Period; or
- (iii) in the case of CNH HIBOR, the date falling two Hong Kong Business Days prior to the first day of such Interest Period.

**“Interest Payment Date”** means the date or dates specified as such in, or determined in accordance with the provisions of, the applicable Issue Terms and, as the same may be adjusted in accordance with the Business Day Convention, if any, specified in the applicable Issue Terms or if the Business Day Convention is the FRN Convention and an interval of a number of calendar months is specified in the Issue Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention at such specified period of calendar months following the Interest Commencement Date of the Notes (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case).

**“Interest Period”** means each successive period beginning on and including an Interest Payment Date and ending on but excluding the next succeeding Interest Payment Date, provided always that the first Interest Period shall commence on and include the Interest Commencement Date and the final Interest Period shall end on but exclude the Maturity Date.

**“ISDA Definitions”** means the 2006 ISDA Definitions (as amended, supplemented and updated as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the Issue Terms) as published by the International Swaps and Derivatives Association, Inc.).

**“Minimum Trading Size”** has the meaning ascribed to it in the applicable Issue Terms.

**“Outstanding Principal Amount”** means, in respect of a Note, its principal amount less, in respect of any Exempt Note which is an Instalment Note, any principal amount on which interest shall have ceased to accrue in accordance with Condition 4.06 or, in the case of an Exempt Note which is a Partly Paid Note, the Paid Up Amount of such Note or otherwise as indicated in the applicable Pricing Supplement.

**“Rate of Interest”** means the rate or rates (expressed as a percentage per annum) or amount or amounts (expressed as a price per unit of relevant currency) of interest payable in respect of the Notes specified in, or calculated or determined in accordance with the provisions of, as applicable, this Condition 4, Condition 31, Condition 32 and/or the applicable Issue Terms.

**“Reference Banks”** means such banks as may be specified in the applicable Issue Terms as the Reference Banks, or, if none are specified, **“Reference Banks”** has the meaning given in the ISDA Definitions, *mutatis mutandis*.

**“Relevant Screen Page”** means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the applicable Final Terms or Pricing Supplement, or such other page, section or other part as may replace it in that information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

**“Relevant Time”** means the time as of which any rate is to be determined as specified in the Issue Terms (which in the case of LIBOR means London time or in the case of EURIBOR means Central European Time or in the case of CNH HIBOR means Hong Kong time) or, if none is specified, at which it is customary to determine such rate.

**“Reuters Screen”** means, when used in connection with a designated page and any designated information, the display page so designated on the Reuters Market 3000 (or such other page as may replace that page on that service for the purpose of displaying rates or prices comparable to the Reference Rate).

**“TARGET2”** means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system (or any successor thereto).

**“TARGET2 Business Day”** means a day on which TARGET2 is open.

## **Zero-Coupon Notes**

**4.12** If any Final Redemption Amount in respect of any Zero Coupon Note is not paid when due, interest shall accrue on the overdue amount at a rate per annum (expressed as a percentage per annum) equal to the Accrual Yield defined in, or determined in accordance with the provisions of, the applicable Issue Terms or at such other rate as may be specified for this purpose in the applicable Pricing Supplement until the date on which, upon due presentation or surrender of the relevant Note (if required), the relevant payment is made or, if earlier, the seventh day after the date on which, the Issuing and Paying Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 23 that the Issuing and Paying Agent or, as the case may be, the Registrar has received the required funds (except to the extent that there is failure in the subsequent payment thereof to the relevant Holder). The amount of any such interest shall be calculated in accordance with the provisions of Condition 4.08 as if the Rate of Interest was the Accrual Yield, the Outstanding Principal Amount was the overdue sum and the Day Count Fraction was as specified for this purpose in the applicable Issue Terms or, if not so specified, 30E/360 (as defined in Condition 4.11).

## **Interest Act (Canada) Disclosure**

**4.13** For the purposes of disclosure pursuant to the *Interest Act* (Canada) and not for any other purpose, where in any Note (i) a rate of interest is to be calculated on the basis of a year of 360 days, the yearly rate of interest to which the 360 day rate is equivalent is such rate multiplied by the number of days in the year for which such calculation is made and divided by 360, or (ii) a rate of interest is to be calculated during a leap year, the yearly rate of interest to which such rate is equivalent is such rate multiplied by 366 and divided by 365.

The Issuer confirms that it fully understands and is able to calculate the effective annual rate of interest applicable to each Note based on the methodology for calculating per annum rates provided for in the paragraph above if applicable. The Issuer hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to each Note, that the interest payable under each Note and the calculation thereof has not been adequately disclosed to the Issuer pursuant to Section 4 of the *Interest Act* (Canada).

## **5. Redemption and Purchase**

*For any Non-Exempt Note, the applicable Final Terms will specify whether such Note is a Non-Exempt Reference Item Linked Redemption Note of a type specified in Condition 31 or a Non-Exempt Physical Delivery Note.*

*For any Exempt Note, the applicable Pricing Supplement will indicate the applicable Redemption / Payment Basis.*

## **Redemption at Maturity**

**5.01** Unless previously redeemed, or purchased and cancelled each Note (unless otherwise specified in Condition 31 (in the case of a Non-Exempt Note) or the applicable Pricing Supplement or the Conditions relating to Reference Item Linked Notes (in the case of an Exempt Note)) shall be redeemed at its Final Redemption Amount specified in the applicable Final Terms or, in the case of an Exempt Note, determined in the manner specified in the applicable Pricing Supplement in the Specified Currency on the Maturity Date.

The Final Redemption Amount is payable as consideration for the use of the Issue Price of the Notes and as compensation in recognition that the Final Redemption Amount might otherwise have been less than the Issue Price.

### **Early Redemption for Taxation Reasons**

**5.02** If, in relation to any Series of Notes (i) as a result of any change in the laws or regulations of Canada or any province or territory thereof or any authority or agency therein or thereof having power to tax or, in the case of Notes issued by a branch of the Issuer outside Canada, of the country in which such branch is located or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which become effective on or after the Issue Date of such Notes or any other date specified in the applicable Issue Terms, the Issuer would be required to pay additional amounts as provided in Condition 17, (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it and (iii) such circumstances are evidenced by the delivery by the Issuer to the Issuing and Paying Agent of a certificate signed by two senior officers of the Issuer stating that the said circumstances prevail and describing the facts leading thereto and an opinion of independent legal advisers of recognised standing to the effect that such circumstances prevail, the Issuer may, at its option and having given no less than the minimum period and no more than the maximum period of notice specified in the applicable Issue Terms (ending, in the case of Floating Rate Notes or other Reference Item Linked Notes, on an Interest Payment Date) to the Holders of the Notes in accordance with Condition 23 (which notice shall be irrevocable), redeem all (but not some only) of the outstanding Notes at the Early Redemption Amount determined in accordance with the provisions of Condition 5.10, together with accrued interest (if any) thereon to (but excluding) the date of redemption, provided, however, that no such notice of redemption may be given earlier than 90 days (or, in the case of Floating Rate Notes or other Reference Item Linked Notes a number of days which is equal to the aggregate of the number of days falling within the then current Interest Period plus 60 days) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due; and provided further that in the case of Bail-inable Securities where the redemption would lead to a breach of the Issuer's total loss absorbing capacity ("TLAC") requirements, such redemption will be subject to the prior approval of the Superintendent.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under Condition 5.06.

### **Call Option**

*This Condition 5.03 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than for taxation reasons or upon an illegality, an Administrator/Benchmark Event or a TLAC Disqualification Event), such option being referred to as a "Call Option". The applicable Issue Terms contains provisions applicable to any Call Option and must be read in conjunction with this Condition 5.03 for full information on any Call Option. In particular, the applicable Issue Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount, any minimum or maximum amount of Notes which can be redeemed and the applicable notice periods.*

**5.03** If Call Option is specified in the applicable Issue Terms as being applicable, then the Issuer may, having given not less than the minimum period and no more than the maximum

period of notice specified in the applicable Issue Terms to the Holders in accordance with Condition 23, which notice shall specify the date fixed for redemption, and in the case of any Exempt Notes subject to such conditions as may be specified in the applicable Pricing Supplement and subject to Condition 15.03 in the case of Preference Share Linked Notes, redeem all or, if so specified in the applicable Issue Terms, some only of the Notes of this Series outstanding on any Optional Redemption Date at the Optional Redemption Amount(s) specified in the applicable Final Terms or, in the case of an Exempt Note, determined in the manner specified in the applicable Pricing Supplement together with accrued interest (if any) thereon to (but excluding) the relevant Optional Redemption Date, provided that in respect of Bail-inable Securities where the redemption would lead to a breach of the Issuer's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.

The Issuer may not exercise such option in respect of any Note which is the subject of the prior exercise by the Holder thereof of its option to require the redemption of such Note under Condition 5.06.

**5.04** The appropriate notice referred to in Condition 5.03 is a notice given by the Issuer to the Holders of the Notes of the relevant Series in accordance with Condition 23, which notice shall be irrevocable and shall specify:

- the Series of Notes subject to redemption;
- whether such Series is to be redeemed in whole or in part only and, if in part only, the aggregate principal amount of and (except in the case of a Temporary Global Note or Permanent Global Note) the serial numbers of the Notes of the relevant Series which are to be redeemed;
- the due date for such redemption which shall be such date or the next of such dates ("**Call Option Date(s)**") or a day falling within such period ("**Call Option Period**"), as may be specified in the applicable Issue Terms and which is, in the case of Notes which bear interest at a floating rate, a date upon which interest is payable; and
- the Optional Redemption Amount at which such Notes are to be redeemed.

#### ***Partial Redemption***

**5.05** If the Notes are to be redeemed in part only on any date in accordance with Condition 5.03:

- such redemption must be for an amount not less than the Minimum Redemption Amount nor more than the Maximum Redemption Amount, in each case as may be specified in the applicable Issue Terms;
- in the case of a partial redemption of Definitive Notes, the Notes to be redeemed shall be drawn by lot in such European city as the Issuing and Paying Agent may specify, or identified in such other manner or in such other place as the Issuing and Paying Agent may approve and deem appropriate and fair;

- in the case of a Global Note, the Notes to be redeemed shall be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg and/or any other relevant clearing system (to be reflected in the records of Euroclear and Clearstream, Luxembourg or such other relevant clearing system as either a pool factor or a reduction in principal amount, at their discretion); and
- in the case of Registered Notes, Swedish Notes and Finnish Notes, the Notes shall be redeemed (so far as may be practicable) *pro rata* to their principal amounts, provided always that the amount redeemed in respect of each Note shall be equal to the minimum Specified Denomination thereof or an integral multiple thereof,

subject always to compliance with all applicable laws and the requirements of any stock exchange on which the relevant Notes may be listed.

In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Conditions 2.05 to 2.08, which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance.

### **Put Option**

*This Condition 5.06 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Holder of any Note, such option being referred to as a "Put Option". The applicable Issue Terms contains provisions applicable to any Put Option and must be read in conjunction with this Condition 5.06 for full information on any Put Option. In particular, the applicable Issue Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount and the applicable notice periods. Put Option may not be specified as applicable in the applicable Issue Terms for Bail-inable Securities and accordingly this Condition 5.06 cannot apply to Notes which are Bail-inable Securities.*

**5.06** If Put Option is specified in the applicable Issue Terms as being applicable, upon the Holder of any Note of this Series giving to the Issuer not less than the minimum period nor more than the maximum period of notice specified in the applicable Issue Terms (which notice shall be irrevocable), the Issuer will, upon expiry of such notice, redeem such Note in whole (but not in part only) on the Optional Redemption Date and at the Optional Redemption Amount specified in the applicable Final Terms or, in the case of an Exempt Note, determined in accordance with the provisions of, the applicable Pricing Supplement, together with accrued interest (if any) thereon to (but excluding) the Optional Redemption Date. In order to exercise such option, the Holder must, within the notice period deposit the relevant Note (together, in the case of a Definitive Note that is not a Zero Coupon Note, with all unmatured Coupons appertaining thereto other than any Coupon maturing on or before the Optional Redemption Date (failing which the provisions of Condition 18.06 apply)) during normal business hours at the specified office of, in the case of a Bearer Note, any Paying Agent or, in the case of a Registered Note, the Registrar together with a duly completed early redemption notice ("**Put Notice**") in the form which is available from the specified office of any Paying Agent or, as the case may be, the Registrar specifying, in the case of a Global Note or Registered Note, the aggregate principal amount in respect of which such option is exercised (which must be the minimum Specified Denomination specified in the applicable Issue Terms or an integral multiple thereof). Notwithstanding the foregoing, Notes represented by a Global

Note or Registered Note shall be deemed to be deposited with a Paying Agent or the Registrar, as the case may be, for purposes of this Condition 5.06 at the time a Put Notice has been received by the Paying Agent or the Registrar, as the case may be, in respect of such Notes. No Note so deposited and option exercised may be withdrawn (except as provided in the Issue and Paying Agency Agreement). In the case of Exempt Notes only, it may be that before an Investor Put can be exercised, certain other conditions and/or circumstances will also need to be satisfied. Where relevant, the provisions will be set out in the applicable Pricing Supplement.

In the case of the redemption of part only of a Registered Note, a new Registered Note in respect of the unredeemed balance shall be issued in accordance with Conditions 2.05 to 2.08 which shall apply as in the case of a transfer of Registered Notes as if such new Registered Note were in respect of the untransferred balance.

The Holder of a Note may not exercise such Put Option in respect of any Note which is the subject of an exercise by the Issuer of its option to redeem such Note under either Condition 5.02 or 5.03.

### ***Redemption for Illegality***

*This Condition 5.07 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer upon an illegality as described below, such option being referred to as a "Redemption for Illegality". The applicable Issue Terms contains provisions applicable to any Redemption for Illegality and must be read in conjunction with this Condition 5.07 for full information on any Redemption for Illegality. In particular, the applicable Issue Terms will identify the applicable notice periods.*

**5.07** In the event that the Issuer determines in good faith that the performance of the Issuer's obligations under the Notes or any arrangement made to hedge the Issuer's obligations under the Notes have or will become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, the Issuer having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Issue Terms to Holders in accordance with Condition 23, may, on expiry of such notice redeem all, but not some only, of the Notes, each Note being redeemed at the Early Redemption Amount together (if appropriate) with interest accrued to (but excluding) the date of redemption, provided that in respect of Bail-inable Securities where the redemption would lead to a breach of the Issuer's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.

### ***Redemption for TLAC Disqualification Event***

*This Condition 5.08 applies to Bail-inable Securities only and only where specified as applicable in the applicable Issue Terms.*

**5.08** If TLAC Disqualification Event is specified as being applicable in the applicable Issue Terms of a Series of Bail-inable Securities, the Issuer may at its option, on giving not less than 30 days' nor more than 60 days' notice to Holders in accordance with Condition 23, on expiry of such notice (which must fall within 90 days following such TLAC Disqualification Event (as defined below)), redeem all, but not some only, of the Series of Notes, each Note

being redeemed at the Early Redemption Amount specified in or, in the case of Exempt Notes, determined in accordance with the provisions of the applicable Issue Terms, together (if applicable) with interest accrued to (but excluding) the date fixed for redemption. Such redemption will be subject to the prior approval of the Superintendent.

A “**TLAC Disqualification Event**” means the Office of the Superintendent of Financial Institutions has advised the Issuer in writing that the Series of Bail-inable Securities will no longer be recognised in full as TLAC under the guideline for TLAC for banks in Canada in effect from time to time as interpreted by the Superintendent, provided that a TLAC Disqualification Event will not occur where the exclusion of the Series of Bail-inable Securities from the Issuer’s TLAC requirements is due to the remaining maturity of such Series of Bail-inable Securities being less than any period prescribed by any relevant eligibility criteria applicable as of the Issue Date of the first Tranche of such Series of Bail-inable Securities.

### **Trigger Early Redemption**

*This Condition 5.09 applies to Notes which are subject to redemption prior to the Maturity Date on the occurrence of a specified event described as a trigger early redemption event, such redemption being referred to as a "Trigger Event Redemption". In the case of a Non-Exempt Note Condition 31 and Condition 32 contains provisions applicable to any Trigger Event Redemption and must be read in conjunction with this Condition 5.09. The applicable Issue Terms also contains provisions applicable to any Trigger Event Redemption and must be read in conjunction with this Condition 5.09 and, as applicable, Condition 31 and Condition 32 for full information on any Trigger Event Redemption. In particular, the applicable Issue Terms will specify the relevant Trigger Early Redemption Event (including whether any upper and/or lower barriers apply and the applicable valuation provisions), the Trigger Early Redemption Date(s) and the relevant Trigger Early Redemption Amount.*

**5.09** If Trigger Early Redemption is specified as applicable in the applicable Issue Terms, on the occurrence of the Trigger Early Redemption Event, the Issuer has the obligation to redeem the Notes on the applicable Trigger Early Redemption Date against payment of the applicable Trigger Early Redemption Amount in accordance with the Conditions of the Notes.

### **5.10 Early Redemption Amounts**

For the purpose of a redemption pursuant to Condition 5.02, Condition 5.07, Condition 5.19 or Condition 16 or in the case of any other early redemption of the Notes pursuant to an applicable Reference Item Linked Condition, the Early Redemption Amount in respect of each principal amount of Notes equal to the Calculation Amount will be calculated as follows:

- (a) in the case of a Note (other than a Reference Item Linked Note) with a Final Redemption Amount equal to the Issue Price of the first Tranche of the Series, an amount equal to the Final Redemption Amount thereof;
- (b) in the case of a Note (other than a Reference Item Linked Note, or a Zero Coupon Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price of the first Tranche of the Series or which is payable in a Specified Currency other than that in which the Note is denominated, the amount specified in, the applicable Issue Terms or, if no such amount is so specified in the applicable Issue Terms, at its principal amount;

(c) in the case of a Zero Coupon Note, an amount (the "**Amortised Face Amount**") calculated as follows:

(i) if Zero Coupon Early Redemption Amount 1 is specified in the applicable Issue Terms,

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

(ii) if Zero Coupon Early Redemption Amount 2 is specified in the applicable Issue Terms,

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

where:

RP means the Reference Price; and

AY means the Accrual Yield expressed as a decimal; and

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

(d) in the case of a Reference Item Linked Note (other than a Preference Share Linked Note) an amount determined by the Calculation Agent equal to the fair market value of such Notes on the Market Valuation Date specified in the applicable Issue Terms taking into account, if applicable, the event resulting in the early redemption of the Notes, all as determined by the Calculation Agent in its sole and absolute discretion by reference to such factor(s) as it may deem appropriate and less Early Redemption Unwind Costs. For the purposes of determining the fair market value of the Notes following an event of default, no account shall be taken of the financial condition of the Issuer which shall be presumed to be able to perform fully its obligations in respect of the Notes;

- (e) in the case of a Preference Share Linked Note, an amount in the Specified Currency calculated by the Calculation Agent on the same basis as its Final Redemption Amount, except that the definition of Preference Share Value<sub>final</sub> shall be the Preference Share Value on the Early Redemption Valuation Date; or
- (f) in the case of an Exempt Note, on such other calculation basis as may be specified in the applicable Pricing Supplement.

For the purposes of this Condition 5.10, "**Early Redemption Unwind Costs**" means an amount 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 of the Notes and the related termination, settlement or re-establishment of any hedge or related trading position, such amount to be apportioned *pro rata* amongst each principal amount of Notes equal to the Calculation Amount.

#### ***Restrictions on Redemption of Bail-inable Securities***

**5.11** Any notice of redemption given by the Issuer under this Condition 5 shall be irrevocable, except that in the case of Bail-inable Securities, an order under subsection 39.13(1) of the CDIC Act, prior to the date fixed for redemption, shall automatically rescind such notice of redemption and, in such circumstances, such Bail-inable Securities shall not be so redeemed and no payment in respect of the rescinded redemption shall be due and payable. For the avoidance of doubt, notwithstanding anything in these Conditions, (i) early redemption of any Bail-inable Securities (other than pursuant to Condition 5.08) where the early redemption would lead to a breach of the Issuer's TLAC requirements, will be subject to the prior approval of the Superintendent; and (ii) Condition 5.06 will not apply to Bail-inable Securities.

#### ***Purchase of Notes***

**5.12** The Issuer or any of its subsidiaries may at any time purchase Notes in the open market or otherwise and at any price provided that all unmatured Receipts and Coupons appertaining thereto are purchased therewith and provided further that in respect of Bail-inable Securities where such purchase would lead to a breach of the Issuer's TLAC requirements, such purchase will be subject to the prior approval of the Superintendent. If purchases are made by tender, tenders must be available to all Holders of the relevant Notes alike.

#### ***Cancellation of Redeemed and Purchased Notes***

**5.13** All unmatured Notes and Coupons redeemed in accordance with this Condition 5 will be cancelled forthwith and may not be reissued or resold. All unmatured Notes and Coupons purchased in accordance with Condition 5.12 may be cancelled or may be reissued or resold.

#### ***Further Provisions applicable to Redemption Amount and Instalment Amounts***

**5.14** The provisions of Condition 4.07 and the second paragraph of Condition 4.08 shall apply to any determination or calculation of the Redemption Amount or, in the case of an Exempt Note, any Instalment Amount required by the applicable Issue Terms to be made by the Calculation Agent.

References herein to “**Redemption Amount**” shall mean, as appropriate, the Final Redemption Amount, Final Instalment Amount (in the case of an Exempt Note), the Optional Redemption Amount, the Trigger Early Redemption Amount, the Early Redemption Amount or, in the case of an Exempt Note, such other amount in the nature of a redemption amount as may be specified in, or determined in accordance with, the provisions of the applicable Pricing Supplement.

**5.15** If any Redemption Amount (other than the Final Redemption Amount) of any Zero Coupon Note is improperly withheld or refused or default is otherwise made in the payment thereof, the amount due and repayable will be the amount calculated as provided in Condition 5.10 but as if references therein to the date fixed for redemption or the date upon which such Zero Coupon Note becomes due and repayable were replaced by references to the date (the “**Reference Date**”) which is the earlier of:

- (i) the date on which, upon due presentation or surrender of the relevant Note (if required), all amounts due have been paid; and
- (ii) the seventh day after the date on which, the Issuing and Paying Agent or, as the case may be, the Registrar having received the funds required to make such payment, notice is given to the Holders of the Notes in accordance with Condition 23 of that circumstance (except to the extent that there is a failure in the subsequent payment thereof to the relevant Holder). The calculation of the amount due and repayable in accordance with this sub-paragraph will continue to be made, after as well as before judgement, unless the Reference Date falls on or after the Maturity Date, in which case the amount due and repayable shall be the scheduled Final Redemption Amount of the Note on the Maturity Date together with interest which may accrue in accordance with Condition 4.06.

***Specific redemption provisions applicable to certain types of Exempt Notes***

**5.16** Notes may be issued on a partly paid basis (“**Partly Paid Notes**”) if so specified in the Pricing Supplement. The Issue Price therefor shall be paid in such number of instalments, in such amounts, on such dates and in such manner as may be specified in the applicable Pricing Supplement. The first such instalment shall be due and payable on the Issue Date. For the purposes of these Conditions, in respect of any Partly Paid Note, “**Paid Up Amount**” means the aggregate amount of all instalments in respect of the Issue Price as shall have fallen due and been paid up in full in accordance with these Conditions.

Not less than 14 days nor more than 30 days prior to the due date for payment of any instalment (other than the first such payment) the Issuer shall give a notice in accordance with Condition 16 stating the due date for payment thereof and stating that failure to pay any such instalment on or prior to such date will entitle the Issuer to forfeit the Notes with effect from such date (“**Forfeiture Date**”) as may be specified in such notice (not being less than 14 days after the due date for payment), unless payment of the relevant instalment amount together with any interest accrued thereon is paid prior to the Forfeiture Date. The Issuer shall procure that any amount paid in respect of any Partly Paid Notes subsequent to the Forfeiture Date in respect thereof shall be returned promptly to the persons entitled thereto. The Issuer shall not be liable for any interest on any amount so returned.

Interest shall accrue on any amount which is not paid on or prior to the due date for payment thereof at the Interest Rate (in the case of Zero Coupon Notes, at the rate applicable to overdue payments) and shall be calculated in the same manner and on the same basis as if it

were interest accruing on the Notes for the period from and including the due date for payment of the relevant amount up to but excluding the Forfeiture Date. For the purpose of the accrual of interest, any payment of any amount made after the due date for payment shall be treated as having been made on the day preceding the Forfeiture Date (whether or not a Business Day as defined in Condition 4.11).

Unless an Event of Default (or an event which with the giving of notice, the lapse of time or the making or giving of any determination or certification would constitute an Event of Default) shall have occurred and be continuing, on the Forfeiture Date, the Issuer shall forfeit all of the Notes in respect of which any amount shall not have been duly paid, whereupon the Issuer shall be entitled to retain the Paid-Up Amount in respect of such Notes and shall be discharged from any obligation to repay such amount or to pay interest thereon, or (where such Notes are represented by a Temporary Global Note or a Permanent Global Note) to exchange any interests in such Note for interests in a Permanent Global Note or to deliver Definitive Notes or Registered Notes in respect thereof, but shall have no other rights against any person entitled to the Notes which have been so forfeited.

Without prejudice to the right of the Issuer to forfeit any Notes, for so long as any amount remains due but unpaid, and except in the case where an Event of Default (or an event which with the giving of notice, the lapse of time or the making or giving of any determination or certification would constitute an Event of Default) shall have occurred and be continuing, (i) no interests in a Temporary Global Note may be exchanged for interests in a Permanent Global Note and (ii) no transfers of Registered Notes or exchanges of Bearer Notes for Registered Notes may be requested or effected.

Until such time as the Issue Price in respect of Partly Paid Notes shall have been paid in full and except in the case where an Event of Default (or an event which with the giving of notice, the lapse of time or the making or giving of any determination or certification would constitute an Event of Default) shall have occurred and be continuing or if any of Euroclear or Clearstream, Luxembourg or any other relevant clearing system is closed for business for a continuous period of 14 days (other than by reason of public holidays) or announces an intention to cease business permanently or in fact does so and the Issuer is unable to locate a qualified successor within 90 days of the occurrence of any such event, no interests in a Temporary Global Note or a Permanent Global Note may be exchanged for Definitive Notes or Registered Notes.

**5.17** Any Instalment Note will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Pricing Supplement.

**5.18** Notwithstanding the foregoing:

- (i) the relevant provisions relating to the redemption and purchase of Notes the terms of which permit the Issuer to pay and/or discharge its obligations with respect to such Notes by the payment or delivery of securities and/or other property or any combination of cash, securities and/or other property and that amend and/or supplement Condition 9 shall be set forth in the applicable Pricing Supplement; and
- (ii) any additional redemption events which shall enable the Issuer to redeem the Notes of any Series shall be set forth in the applicable Pricing Supplement.

### ***Redemption/Adjustment for an Administrator/Benchmark Event***

**5.19** In the event that an Administrator/Benchmark Event occurs, the Issuer may (at its option and in its sole and absolute discretion):

- (i) instruct the Calculation Agent to make such adjustment(s) to the terms of the Notes as it may determine appropriate in its sole and absolute discretion to account for the relevant event or circumstance and, without limitation, such adjustment(s) may include selecting a successor benchmark(s) and making related adjustment(s) to the terms of the Notes including where applicable to reflect any increased costs of the Issuer and/or any Hedging Entity providing exposure to the successor benchmark(s) and, in the case of more than one successor benchmark, making provision for allocation of exposure as between the successor benchmarks; provided that in respect of Bail-inable Securities no such adjustment(s) will be made if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to either (A) prejudice the qualification of the relevant Series of Bail-inable Securities as TLAC under the guidelines of TLAC for banks in Canada or (B) result in the Superintendent treating the next Interest Payment Date (if any) as the effective maturity date of the Series of Bail-inable Securities rather than the relevant Maturity Date, except with the prior consent of the Superintendent; or
- (ii) on giving notice to the Holders in accordance with Condition 23, redeem all, but not some only, of the Notes, each principal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount determined in accordance with the provisions of Condition 5.10 and no further interest (if applicable) will be payable since the immediately preceding Interest Payment Date or, if none, the Issue Date, provided that in respect of Bail-inable Securities where the redemption would lead to a breach of the Issuer's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.

For the avoidance of doubt, the above is additional, and without prejudice, to any other terms of the Notes. In the event that under any such terms any other consequences could apply in relation to an event or occurrence the subject of an Administrator/Benchmark Event, the Issuer shall determine which terms shall apply in its sole and absolute discretion.

The Issuer shall give notice as soon as practicable to Holders in accordance with Condition 23 of any adjustment(s) made pursuant to paragraph (i) above, provided that any failure to give, or non-receipt of, such notice shall not affect the validity of such adjustment(s).

For the purposes of this Condition 5.19:

**"Administrator/Benchmark Event"** means, in relation to any Benchmark, the occurrence of a Benchmark Modification or Cessation Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event, all as determined by the Calculation Agent.

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

**"Benchmark Modification or Cessation Event"** means, in respect of the Benchmark, any of the following has occurred or will occur:

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

**"BMR"** means the EU Benchmark Regulation (Regulation (EU) 2016/1011), as amended from time to time.

**"Non-Approval Event"** means, in respect of the Benchmark:

- (i) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be obtained;
- (ii) the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be included in an official register; or
- (iii) the Benchmark or the administrator or sponsor of the Benchmark does not or will not fulfil any legal or regulatory requirement applicable to the Notes, the Issuer, the Calculation Agent or the Benchmark,

in each case, as is or will be required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

**"Rejection Event"** means, in respect of the Benchmark, the relevant competent authority or other relevant official body rejects or refuses or will reject or refuse any application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register which, in each case, is or will be required in relation to the Notes, the Benchmark or the administrator or sponsor of the Benchmark under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

**"Suspension/Withdrawal Event"** means, in respect of the Benchmark:

- (i) the relevant competent authority or other relevant official body suspends or withdraws or will suspend or withdraw any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Benchmark or the administrator or sponsor of the Benchmark which is or will be required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes; or
- (ii) the Benchmark or the administrator or sponsor of the Benchmark is or will be removed from any official register where inclusion in such register is or will be required under any applicable law in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the Notes.

## 6. Credit Linked Redemption Notes

*This Condition applies to Exempt Notes only.*

Provisions relating to the redemption of Credit Linked Redemption Notes will be set out in the applicable Pricing Supplement.

## 7. Index Linked Notes

If the Notes are specified as Index Linked Interest Notes and/or Index Linked Redemption Amount Notes in the applicable Issue Terms, then the provisions of this Condition 7 shall apply.

### 7.01 Redemption of Index Linked Redemption Notes

Unless previously redeemed or purchased and cancelled, each principal amount of the Index Linked Redemption Notes equal to the Calculation Amount set out in the applicable Issue Terms will be redeemed by the Issuer on the Maturity Date at the Final Redemption Amount specified in the applicable Final Terms (unless otherwise specified in Condition 31 in the case of a Non-Exempt Note) or, in the case of an Exempt Note, determined in the manner specified in, the applicable Pricing Supplement.

### 7.02 Adjustments to an Index and Additional Disruption Events

#### (i) 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.

#### (ii) Modification and Cessation of Calculation of an Index

If (x) on or prior to a Valuation Date, an Observation Date or an Averaging Date (or, in the case of Exempt Notes, such other date as specified in the applicable Pricing Supplement) the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts and other routine events) (an “**Index Modification**”) or permanently cancels the Index and no Successor Index exists (an “**Index Cancellation**”), or (y) on a Valuation Date, an Observation Date or an Averaging Date (or, in the case of Exempt Notes, such other date as specified in the applicable Pricing Supplement), 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 the Issuer in its sole and absolute discretion may:

- (A) require the Calculation Agent in its sole and absolute discretion to determine if such Index Adjustment Event has a material effect on the Notes and, if so, to calculate the Reference Level using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Valuation Date, Observation Date or Averaging Date or, in the case of Exempt Notes, such other date as specified in the applicable Pricing Supplement, 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) on giving notice to the Holders in accordance with Condition 23, redeem all, but not some only, of the Notes, each principal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount.

Upon the occurrence of an Index Adjustment Event, the Issuer shall give notice as soon as practicable to Holders in accordance with Condition 23 stating the occurrence of an Index Adjustment Event and giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice shall not affect the validity of such action. The Issuer shall make available for inspection by Holders copies of any such determinations.

(iii) Additional Disruption Events

If Additional Disruption Events are specified as applicable in the applicable Issue Terms, then if an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may:

- (A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the terms of these Conditions and/or the applicable Issue Terms to account for the Additional Disruption Event and determine the effective date of that adjustment;
- (B) give notice to the Holders in accordance with Condition 23 and redeem all, but not some only, of the Notes, each principal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
- (C) if the applicable Issue Terms provide that “**Index Substitution**” is applicable, then on or after the Additional Disruption Event the Calculation Agent may select one or more indices (each a “**Substitute Index**”) in accordance with the Index Substitution Criteria to substitute in place of the Indices (each an “**Affected Index**”) which are affected by such Additional Disruption Event and each Substitute Index will be deemed to be an “Index” for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 23 stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice shall not affect the validity of such action. The Issuer shall make available for inspection by Holders copies of any such determinations.

(iv) Correction to an Index

In the event that any price or level published by the relevant Index Sponsor or Successor Index Sponsor which is utilised for any calculation or determination made for the purposes of the Notes is subsequently corrected, the Calculation Agent will in its sole and absolute discretion adjust the terms of the Notes to account for such correction, provided that such correction is published and made available to the

public by the Index Sponsor or Successor Index Sponsor during a period following original publication equal in duration to the period in which a trade in futures or options contracts relating to the Index on the relevant Related Exchange would customarily settle according to the rules of such Related Exchange, or if there are multiple Related Exchanges in respect of the Index, the longest such period, and further provided, that such publication of such correction is made sufficiently (in the sole and absolute discretion of the Calculation Agent) in advance of the Maturity Date or the relevant Interest Payment Date to make such adjustment prior to the Maturity Date or the relevant Interest Payment Date, as the case may be.

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

**“Additional Disruption Event”** means Change in Law, Hedging Disruption, Increased Cost of Hedging in each case if specified in the applicable Issue Terms, or, in the case of an Exempt Note, any other Additional Disruption Event, as specified in the applicable Pricing Supplement.

**“Affiliate”** means any entity controlled directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or any entity under common control with the Issuer. As used herein **“control”** means the ownership of a majority of the voting power of the entity and **“controlled by”** and **“controls”** shall be construed accordingly.

**“Averaging Date”** means each date specified as an Averaging Date in the applicable Issue Terms provided that, if such date is not a Scheduled Trading Day, the Averaging Date shall be the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If any Averaging Date is a Disrupted Day, then:

- (i) if ‘Omission’ is specified in the applicable Issue Terms, such Averaging Date will be deemed not to be a relevant Averaging Date for purposes of determining the relevant Reference Level. If through operation of this provision no Averaging Date would occur, then for the purposes of determining the Reference Level on the final Averaging Date, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day;
- (ii) if ‘Postponement’ is specified in the applicable Issue Terms, then for purposes of determining the Reference Level, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date for the Index Linked Notes; or
- (iii) if ‘Modified Postponement’ is specified in the applicable Issue Terms, then:
  - (A) where the Notes relate to a single Index, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the Reference Level for that

Averaging Date in accordance with sub paragraph (i)(B) of the definition of “Valuation Date” below; or

- (B) where the Notes relate to a Basket of Indices, the Averaging Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and the Averaging Date for each Index affected by the occurrence of a Disrupted Day (each an “**Affected Index**”) shall be the first succeeding Valid Date in relation to such Affected Index. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of the Affected Index and (ii) the Calculation Agent shall determine the Reference Level of the Affected Index for that Averaging Date in accordance with sub paragraph (ii)(B) of the definition of “Valuation Date” below; and
- (C) “**Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the relevant Valuation Date does not or is not deemed to occur.

“**Basket of Indices**” means a basket comprising two or more indices specified in the applicable Issue Terms in the relevant Weightings as specified in the applicable Issue Terms.

“**Change in Law**” means that, on or after the Trade Date (as specified in the applicable Issue Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (X) it has become illegal to hold, acquire or dispose of any relevant security comprised in an Index or (Y) the Issuer will incur a materially increased cost in performing its obligations in relation to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any Hedging Entity).

“**Closing Level**” means the official closing level of the Index as published by the relevant Index Sponsor.

“**Disrupted Day**” means (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, 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; or (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (a) the Index Sponsor fails to publish the level of the Index, (b) any Related Exchange fails to open for trading during its regular trading session or (c) a Market Disruption Event has occurred.

“**Exchange**” means, (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, each exchange or quotation system specified as such for such Index in the applicable Issue 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); or (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, in relation to each component security included in that Index (each a “**Component Security**”), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

“**Exchange Business Day**” means, (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such relevant Exchange or Related Exchange closing prior to its Scheduled Closing Time; or (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of the Index and (ii) each Related Exchange is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.

“**Final Redemption Amount**” means:

- (i) in the case of a Non-Exempt Note which is an Index Linked Redemption Note, an amount calculated in accordance with the provisions of Condition 31 and Condition 32;
- (ii) in the case of an Exempt Note which is an Index Linked Redemption Note, an amount calculated by the Calculation Agent equal to:
  - (a) if Call Option is specified as applicable in the applicable Pricing Supplement (“**Call Index Linked Redemption Note**”):
 
$$\frac{\text{Reference Level}}{\text{Initial Level}} \times \text{Specified Denomination}; \text{ or}$$
  - (b) if Put Option is specified as applicable in the applicable Pricing Supplement (“**Put Index Linked Redemption Note**”), an amount calculated by the Calculation Agent equal to:
 
$$\frac{\text{Initial Level}}{\text{Reference Level}} \times \text{Specified Denomination}; \text{ or}$$
  - (c) such other amount specified in, or determined in the manner specified in, the applicable Pricing Supplement,

provided always that the Final Redemption Amount shall in no event be less than zero. The Final Redemption Amount will be rounded as provided in Condition 4.08.

“**Hedging Disruption**” means that the Hedging Entity is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Index or other price 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).

“**Hedging Entity**” means (a) the Issuer or (b) any Affiliate or any entity (or entities) acting on behalf of the Issuer as specified in the applicable Issue Terms that is

engaged in any underlying or hedging transactions related to the Index in respect of the Issuer's obligations under the Notes.

**"Increased Cost of Hedging"** means that the Hedging Entity 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 price risk of the relevant securities or other risk of the Issuer issuing and performing its obligations with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or the Hedging Entity shall not be deemed an Increased Cost of Hedging.

**"Index"** and **"Indices"** mean, subject to adjustment in accordance with Condition 7.02, the index or indices specified in the applicable Issue Terms and related expressions shall be construed accordingly.

**"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 Issue Terms.

**"Index Substitution Criteria"** means that the main characteristics of the Substitute Index are equivalent to the Affected Index which characteristics may include, without limitation, its strategy, its currency, the periodicity of its computation and publication, its level, the category(ies) and listing or quotation on an exchange or quotation system of its underlying assets, the geographical and economic sectors reflected and its management procedures (dates of rebalancing), all as determined by the Calculation Agent in its sole and absolute discretion or, in the case of Exempt Notes, such other criteria as specified in the applicable Pricing Supplement.

**"Initial Level"** means, in respect of an Index, the level specified as such in the applicable Issue Terms.

**"Intraday Level"** means the level of an Index observed by the Calculation Agent at any time during the regular trading session hours of the relevant Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

**"Least Performer"** means, with respect to an Exchange Business Day during the Observation Period, the Index in respect of which the following formula yields, in the determination of the Calculation Agent, the smallest positive number if the results of the formula below are positive for all indices comprised in the basket or, if not, the largest negative number, on such Exchange Business Day:

(Reference Level of the Index on the Exchange Business Day minus the Initial Level with respect to such Index) divided by the Initial Level with respect to such Index,

provided that if the above formula yields the same number with respect to two or more Indices the Calculation Agent shall determine the Least Performer.

**"Market Disruption Event"** means, in respect of an Index:

- (i) where the relevant Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index:

- (a) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time of:
  - (A) 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:
    - (x) on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index; or
    - (y) in futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
  - (B) any event (other than an event described in ((b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (x) to effect transactions in, or obtain market values for securities that comprise 20 per cent. or more of the level of the relevant Index on any relevant Exchange(s), or (y) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange,
    - which in either case the Calculation Agent determines is material; or
- (b) 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 (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or, if earlier, (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.

For the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if a Market Disruption Event occurs in respect of a Component Security at any time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that Component Security and (ii) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

- (ii) where the relevant Index is specified in the applicable Issue Terms as being a Multi-Exchange Index either:
  - (a) the occurrence or existence, in respect of any Component Security, of:
    - (x) a Trading Disruption which the Calculation Agent determines is material, at any time during the one hour period that ends

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

As used above:

**“Early Closure”** means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or any 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 relevant Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

**“Exchange Disruption”** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on any Related Exchange.

**“Trading Disruption”** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange, as the case may be, 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 the Index on any Related Exchange.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multi-Exchange Index exists at any time, if a Market Disruption Event occurs in respect of such Component Security included in the Index at any time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that Component Security and (ii) the overall level of the Index, in each case using

the official opening weightings as published by the relevant Index Sponsor as part of the market “opening data” immediately before the occurrence of such Market Disruption Event.

“**Multi-Exchange Index**” means an Index identified or specified as such in the applicable Issue Terms or, if not so identified or specified, any Index which the Calculation Agent determines to be a Multi-Exchange Index.

“**Observation Date(s)**” means each date specified as such in the applicable Issue Terms, provided that if such date is not a Scheduled Trading Day, the Observation Date shall be 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 relate to a single Index, the Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day. In that case, (i) the eighth Scheduled Trading Day shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent, shall, where practicable in the case of Exempt Notes determine the Reference Level in the manner set out in the applicable Pricing Supplement, or if not set out or not so practicable or in the case of Non-Exempt Notes, determine the Reference Level by determining the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with (and subject to Condition 7.02 (i), (ii) and (iv)) 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 level as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in Condition 8.05 in relation to such security) has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day); or
- (ii) where the Notes relate to a Basket of Indices, the Observation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the Observation Date for each Index affected by the occurrence of a Disrupted Day (each an “**Affected Index**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to the Affected Index. In that case, (i) the eighth Scheduled Trading Day shall be deemed to be that Observation Date for the Affected Index, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall where practicable in the case of Exempt Notes, determine the Reference Level in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt Notes, determine the Reference Level by using the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with (and subject to Condition 7.02 (i), (ii) and (iv)) 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 level as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as

defined in Condition 8.05 in relation to such security) has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day).

**“Observation Period”** means the period specified as such in the applicable Issue Terms.

**“Principal Protected”** means an amount equal to 100 per cent. of the Calculation Amount. For the avoidance of doubt, the Principal Protection does not apply if the Notes are redeemed early or sold by an investor prior to the Maturity Date.

**“Protection Amount”** means, in respect of a Series to which a Protection Amount is specified as applicable in the applicable Issue Terms, means that the Final Redemption Amount will, subject to the applicable Issue Terms, in no circumstances be repayable, at the stated Maturity Date, at less than the specified percentage of the Calculation Amount. For the avoidance of doubt, the Protection Amount will not apply in the event that Notes are redeemed prior to their stated Maturity Date or upon, among others, the occurrence of an Early Redemption for Taxation Reasons, an Index Adjustment Event, a Potential Adjustment Event, an Administrator/Benchmark Event or an Event of Default.

**“Reference Level”** means, in the case of an Exempt Note unless otherwise specified in the applicable Pricing Supplement, in respect of a Valuation Date, Observation Date or Averaging Date:

- (i) where the Notes are specified in the applicable Issue Terms to relate to a single Index, an amount (which shall be deemed to be an amount of the Specified Currency) equal to the Specified Level of the Index on the relevant date (or if a Valuation Time is specified in the applicable Issue Terms, the level of the Index determined by the Calculation Agent at such Valuation Time on the relevant date) or as otherwise determined by the Calculation Agent subject as provided in this Condition 7; and
- (ii) where the Notes are specified in the applicable Issue Terms to relate to a Basket of Indices, an amount (which shall be deemed to be an amount of the Specified Currency) equal to the sum of the values calculated for each Index as the Specified Level of each Index on the relevant date, (or if a Valuation Time is specified in the applicable Issue Terms, the level of each Index determined by the Calculation Agent at such Valuation Time on the relevant date), or as otherwise determined by the Calculation Agent subject as provided in this Condition 7, multiplied by the relevant Weighting specified in the applicable Issue Terms.

**“Related Exchange”** means, subject to the proviso below, in relation to an Index, each exchange or quotation system specified as such for such Index in the applicable Issue 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 Issue 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 Averaging Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Averaging Date.

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

**“Scheduled Observation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

**“Scheduled Trading Day”** means:

- (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; or
- (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of that Index and (ii) each Related Exchange is scheduled to be open for trading for its regular trading session.

**“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.

**“Specified Level”** means the Closing Level or the Intraday Level, as specified in the applicable Issue Terms.

**“Trade Date”** means the date specified as such in the applicable Issue Terms.

**“Valuation Date”** means each date specified as such in the applicable Issue 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 such day is a Disrupted Day, then:

- (i) where the Notes relate to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case (A) the eighth Scheduled Trading Day for the Index shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent, shall, where practicable in the case of Exempt Notes, determine the Reference Level in the manner set out in the applicable Pricing Supplement, or if not set out or not so practicable or in the case of Non-Exempt Notes, determine the Reference Level by determining the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with (and subject to Condition 7.02 (i), (ii) and (iv)) 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 level as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in Condition 8.05 in relation to such security) has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day); or

- (ii) where the Notes relate to a Basket of Indices, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index affected by the occurrence of a Disrupted Day (each an “**Affected Index**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Index. In that case (A) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Index, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall where practicable in the case of Exempt Notes, determine the Reference Level in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt Notes, determine the Reference Level by determining the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with (and subject to Condition 7.02 (i), (ii) and (iv)) 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 level as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in Condition 8.05 in relation to such security) has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day).

“**Valuation Time**” means:

- (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time;
- (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, (i) for the purposes of determining whether a Market Disruption Event has occurred: (A) in respect of a Component Security, the Scheduled Closing Time on the relevant Exchange in respect of such Component Security and (B) in respect of any options contracts or futures contracts on the Index, the close of trading on the relevant Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor. If, for the purposes of (i) above, 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; or
- (iii) where the Specified Level is the Intraday Level, each relevant time at which the Reference Level is determined.

“**Weighting**” means the weight to be applied to each of the Indices comprising the Basket of Indices, as specified in the applicable Issue Terms.

## 8. Equity Linked Notes

If the Notes are specified as Equity Linked Interest Notes and/or Equity Linked Redemption Amount Notes in the applicable Issue Terms, the provision of this Condition 8 shall apply.

### 8.01 *Redemption of Equity Linked Redemption Notes*

Unless previously redeemed or purchased and cancelled, each principal amount of Equity Linked Redemption Notes equal to the Calculation Amount set out in the applicable Issue Terms will be redeemed by the Issuer on the Maturity Date (A) if Cash Settlement is specified in the applicable Issue Terms, by payment of the Final Redemption Amount specified in the applicable Final Terms (unless otherwise specified in Condition 31 in the case of a Non-Exempt Note) or, in the case of an Exempt Note, determined in the manner specified in, the applicable Pricing Supplement on the Maturity Date or (B) if Physical Delivery is specified in the applicable Issue Terms, by delivery of the Entitlement, in the case of a Non-Exempt Note, determined in the manner specified in Condition 31 or, in the case of an Exempt Note, specified in, or determined in the manner specified in, the applicable Pricing Supplement (subject as provided below) or (C) in the case of an Exempt Note, if Cash Settlement and/or Physical Delivery is specified in the applicable Pricing Supplement, by payment of the Final Redemption Amount and/or by delivery of the Entitlement on the terms set out in the applicable Pricing Supplement, in each case on the Maturity Date (subject as provided below).

### 8.02 *Potential Adjustment Events; De-listing, Merger Event, Tender Offer, Nationalisation and Insolvency; Additional Disruption Events; and Adjustments for Equity Linked Notes in respect of Non-Euro Quoted Entities*

- (i) If Potential Adjustment Events are specified as applicable in the applicable Issue Terms, then following the declaration by an Equity Issuer 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, concentrative or other effect on the theoretical value of the Equities and, if so, the Issuer in its sole and absolute discretion shall either:
  - (A) (1) require the Calculation Agent to make the corresponding adjustment, if any, to any one or more of the terms of these Conditions and/or the applicable Issue 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 Equity) and (2) determine the effective date of that adjustment; or
  - (B) after giving notice to the Holders in accordance with Condition 23, redeem all, but not some only, of the Notes, each principal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
  - (C) if the applicable Issue Terms provide that “**Equity Substitution**” is applicable, then on or after the relevant Potential Adjustment Event, the Calculation Agent may select one or more equities (each a “**Substitute Equity**”) in accordance with the Equity Substitution Criteria to substitute in place of the Equity or Equities (each an

“**Affected Equity**”) which are affected by such Potential Adjustment Event and each Substitute Equity will be deemed to be an “Equity” and the relevant issuer of such equities, a “Equity Issuer” for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate.

If the provisions of Condition 8.02(i) apply, 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 Equities traded on that options exchange.

Upon making an adjustment pursuant to Condition 8.02(i)(A), the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 23, stating the adjustment made to the terms of these Conditions and/or the applicable Issue Terms and giving brief details of the Potential Adjustment Event provided that any failure to give, or non-receipt of, such notice will not affect the validity of such adjustment.

- (ii) If (x) De-listing, Merger Event, Nationalisation and/or Insolvency is specified as applicable in the applicable Issue Terms and/or (y) Tender Offer is specified as applicable in the applicable Issue Terms, and (in the case of (x)) a De-listing, Merger Event, Nationalisation or Insolvency occurs or (in the case of (y)) a Tender Offer occurs, in each case, in relation to an Equity, the Issuer in its sole and absolute discretion may:
  - (A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the terms of these Conditions and/or the applicable Issue Terms to account for the De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment; or
  - (B) where the Equity Linked Notes relate to a Basket of Equities on giving notice to the Holders in accordance with Condition 23 redeem each Note in part. If a Note is so redeemed in part the portion (the “**Partial Amount**”) of each such Note representing the affected Equity(s) shall be redeemed and the Issuer will (x) pay to each Holder in respect of each Note held by it an amount equal to the fair market value of the Partial Amount together with any accrued interest thereon to (but excluding) the date of redemption, taking into account the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be, less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion; and (y) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the terms of the Conditions and/or the applicable Issue Terms to account for such redemption in part. For the avoidance of doubt the remaining part of each such Note after redemption 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 Condition 23; or

- (C) after giving notice to the Holders in accordance with Condition 23, redeem all, but not some only, of the Notes, each principal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
- (D) if the applicable Issue Terms provide that “**Equity Substitution**” is applicable, then on or after the relevant Merger Date, Tender Offer Date, or the date of the Nationalisation, Insolvency or De-listing (as the case may be), the Calculation Agent may select one or more equities (each a “**Substitute Equity**”) in accordance with the Equity Substitution Criteria to substitute in place of the Equity or Equities (each an “**Affected Equity**”) which are affected by such Merger Event, Tender Offer, Nationalisation, Insolvency or De-listing and each Substitute Equity will be deemed to be an “Equity” and the relevant issuer of such equities, a “Equity Issuer” for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate.

If the provisions of Condition 8.02(ii) apply, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, made by an options exchange to options on the Equities traded on that options exchange.

Upon the occurrence (if applicable) of a De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 23 stating the occurrence of the De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that failure to give, or non-receipt of, such notice will not affect the validity of such action.

- (iii) If Additional Disruption Events are specified as applicable in the applicable Issue Terms, then if an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may:
  - (A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the terms of these Conditions and/or the applicable Issue Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
  - (B) give notice to the Holders in accordance with Condition 23 and redeem all, but not some only, of the Notes, each principal amount of Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount; or
  - (C) if the applicable Issue Terms provide that “**Equity Substitution**” is applicable, then on or after the relevant Additional Disruption Event,

the Calculation Agent may select one or more equities (each a “**Substitute Equity**”) in accordance with the Equity Substitution Criteria to substitute in place of the Equity or Equities (each an “**Affected Equity**”) which are affected by such Additional Disruption Event and each Substitute Equity will be deemed to be an “Equity” and the relevant issuer of such equity, a “Equity Issuer” for the purposes of the Notes, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 23 stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto, provided that failure to give, or non-receipt of, such notice will not affect the validity of such action.

(iv) Non-Euro Quoted Equities

In respect of Equity Linked Redemption Notes relating to Equities originally quoted, listed and/or dealt as of the Trade Date in a currency of a member state of the European Union that has not adopted the euro, if such Equities are at any time after the Trade Date quoted, listed and/or dealt exclusively in euro on the relevant Exchange or, where no Exchange is specified in the applicable Issue Terms, the principal market on which those Equities are traded, then the Calculation Agent will adjust any one or more of the terms of these Conditions and/or the applicable Issue Terms as the Calculation Agent determines in its sole and absolute discretion to be appropriate to preserve the economic terms of the Notes. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the relevant Valuation Time at the official conversion rate, if any, or an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the relevant Valuation Time. No adjustments under this Condition 8.02(iv) will affect the currency denomination of any payment obligation arising out of the Notes.

(v) Correction of Prices or Levels of an Equity

In the event that any price or level of an Equity published by an Exchange which is utilised for any calculation or determination made for the purposes of the Notes is subsequently corrected, the corrected price or level is deemed to be the relevant price or level for such Equity, provided that such correction is published and made available to the public by the relevant Exchange during a period following original publication equal in duration to the period in which a trade in the Equity would customarily settle according to the rules of such Exchange, and further provided, that such publication of such correction is made sufficiently (in the sole and absolute discretion of the Calculation Agent) in advance of the Maturity Date or the Interest Payment Date to make such adjustment prior to the relevant date.

### ***Partial Lookthrough Depositary Receipt Provisions***

**8.03** Where the applicable Issue Terms specify that the “Partial Lookthrough Depositary Receipt Provisions” shall apply to an Equity, then the provisions set out in this Condition 8.03 shall apply, and, in relation to such Equity, the other provisions of this Condition 8 shall be deemed to be amended and modified as set out in this Condition 8.03.

The definition of “Potential Adjustment Event” shall be amended so that it reads as follows:

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

- (A) a subdivision, consolidation or reclassification of relevant Equities and/or Underlying Equities (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such Equities and/or Underlying Equities to existing holders by way of bonus, capitalisation or similar issue;
- (B) a distribution, issue or dividend to existing holders of the relevant Equities and/or Underlying Equities of (i) such Equities and/or Underlying Equities, (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer or Underlying Equity Issuer, as appropriate, equally or proportionately with such payments to holders of such Equities and/or Underlying Equities, (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer or Underlying Equity Issuer, as appropriate, 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 (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (C) an extraordinary dividend (determined by the Calculation Agent, in its sole and absolute discretion);
- (D) a call by an Equity Issuer or Underlying Equity Issuer, as appropriate, in respect of relevant Equities and/or Underlying Equities that are not fully paid;
- (E) a repurchase by an Equity Issuer or Underlying Equity Issuer, as appropriate, or any of its subsidiaries of relevant Equities and/or Underlying Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (F) in respect of an Equity Issuer or Underlying Equity Issuer, as appropriate, 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 Equity Issuer or Underlying Equity Issuer, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;

- (G) any other event having, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Equities and/or Underlying Equities; or
- (H) the making of any amendment or supplement to the terms of the Deposit Agreement,

provided that an event under (A) to (G) (inclusive) above in respect of Underlying Equities shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Equities.

If the Calculation Agent determines that:

- (A) an event under (A) to (G) (inclusive) of the definition of “Potential Adjustment Event” has occurred and constitutes a Potential Adjustment Event in respect of any Underlying Equities; or
- (B) an event under (H) of the definition of “Potential Adjustment Event” has occurred, the Calculation Agent will determine whether such Potential Adjustment Event has an economic effect on the Notes

and, in each case, the Calculation Agent will make the corresponding adjustment(s), if any, to one or more of the terms of these Conditions and/or the relevant Issue Terms as the Calculation Agent determines appropriate to account for (x) in respect of an event under (A) to (G) (inclusive) of the definition of “Potential Adjustment Event”, the diluting or concentrative effect on the theoretical value of the Equities, and (y) in respect of an event under (H) of the definition of “Potential Adjustment Event”, such economic effect on the Notes, as the case may be, (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 Equity), following the Potential Adjustment Event. The Calculation Agent may (among other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result it shall notify the Issuer and the Holders that the relevant consequence shall be the early redemption of the Notes, in which case, on such date as selected by the Calculation Agent in its sole and absolute discretion, the Issuer shall redeem all of the Notes upon prior notice made to the Holders, and the Issuer will cause to be paid to each Holder in respect of each Note held by it an amount equal to the Early Redemption Amount of such Notes.

The definitions of “**Merger Event**” and “**Tender Offer**” shall be amended in accordance with the DR Amendment.

If the Calculation Agent determines that a Merger Event or Tender Offer has occurred in respect of any Underlying Equity, then, where the Calculation Agent makes an adjustment to these Conditions and/or the relevant Issue Terms in connection with a Merger Event or Tender Offer, the Calculation Agent may (among other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.

The definitions of “**Nationalisation**”, “**Insolvency**” and “**De-listing**” shall be amended in accordance with the DR Amendment.

If the Calculation Agent determines that a Nationalisation or Insolvency has occurred in respect of an Equity or the Depositary, then, notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs selected by it in accordance with the DR Substitution Criteria and may make any appropriate adjustments to the terms of these Conditions and/or the relevant Issue Terms. In such case, the Issuer shall not redeem the Notes early and, following such replacement, references to Equities therein shall be replaced by references to such Replacement DRs, and the Calculation Agent will determine the effective date of any adjustments.

If the Calculation Agent determines that a De-listing of Equities has occurred or if the Depositary announces that the Deposit Agreement is (or will be terminated), then, notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs selected by it in accordance with the DR Substitution Criteria or the Underlying Equities and may make any appropriate adjustments to the terms of these Conditions and/or the relevant Issue Terms. In such case, the Issuer shall not redeem the Notes early and, following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs or the Underlying Equities, as applicable, and the Calculation Agent will determine the effective date of any adjustments.

The definition of “**Insolvency Filing**” shall be amended in accordance with the DR Amendment.

The definition of “**Change in Law**” shall be amended in accordance with the DR Amendment.

For the avoidance of doubt, where a provision is amended pursuant to this Condition 8.03 in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Equities or the Underlying Equity Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

#### ***Full Lookthrough Depositary Receipt Provisions***

**8.04** Where the applicable Issue Terms specify that the “Full Lookthrough Depositary Receipt Provisions” shall apply to an Equity, then the provisions set out in this Condition 8.04 shall apply, and, in relation to such Equity, the other provisions of this Condition 8 shall be deemed to be amended and modified as set out in this Condition 8.04.

The definition of “Potential Adjustment Event” shall be amended so that it reads as follows:

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

- (A) a subdivision, consolidation or reclassification of relevant Equities and/or Underlying Equities (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such Equities and/or Underlying Equities to existing holders by way of bonus, capitalisation or similar issue;
- (B) a distribution, issue or dividend to existing holders of the relevant Equities and/or Underlying Equities of (i) such Equities and/or Underlying Equities, (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer or Underlying Equity Issuer, as appropriate, equally or proportionately with such payments to holders of such Equities and/or Underlying Equities, (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer or Underlying Equity Issuer, as appropriate, 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 (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

- (C) an extraordinary dividend (determined by the Calculation Agent, in its sole and absolute discretion);
- (D) a call by an Equity Issuer or Underlying Equity Issuer, as appropriate, in respect of relevant Equities and/or Underlying Equities that are not fully paid;
- (E) a repurchase by an Equity Issuer or Underlying Equity Issuer, as appropriate, or any of its subsidiaries of relevant Equities and/or Underlying Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (F) in respect of an Equity Issuer or Underlying Equity Issuer, as appropriate, 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 Equity Issuer or Underlying Equity Issuer, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;
- (G) any other event having, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Equities and/or Underlying Equities; or
- (H) the making of any amendment or supplement to the terms of the Deposit Agreement,

provided that an event under (A) to (G) (inclusive) above in respect of Underlying Equities shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Equities.

If the Calculation Agent determines that:

- (A) an event under (A) to (G) (inclusive) of the definition of "Potential Adjustment Event" has occurred and constitutes a Potential Adjustment Event in respect of any Underlying Equities; or
- (B) an event under (H) of the definition of "Potential Adjustment Event" has occurred, the Calculation Agent will determine whether such Potential Adjustment Event has an economic effect on the Notes;

and, in each case, the Calculation Agent will make the corresponding adjustment(s), if any, to one or more of any terms of these Conditions and/or the relevant Issue Terms as the Calculation Agent determines appropriate to account for (x) in respect of an event under (A) to (G) (inclusive) of the definition of "Potential Adjustment Event", the diluting or concentrative effect on the theoretical value of the Equities, and (y) in respect of an event under (H) of the definition of "Potential Adjustment Event", such economic effect on the Notes, as the case may be (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 Equity) following the Potential Adjustment Event. The Calculation Agent shall (among other factors) have reference to any adjustment made by the Depository under the Deposit Agreement.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Holders that the relevant consequence shall be the early redemption of the Notes, in which case, on such date as selected by the Calculation Agent in its sole and absolute discretion, the Issuer shall redeem all of the Notes upon prior notice made to the Holders, and the Issuer will cause to be paid to each Holder in respect of each Note held by it an amount equal to the Early Redemption Amount of such Notes.

The definitions of “**Merger Event**” and “**Tender Offer**” shall be amended in accordance with the DR Amendment.

If the Calculation Agent determines that a Merger Event or Tender Offer has occurred in respect of an Underlying Equity, then, where the Calculation Agent makes an adjustment to these Conditions and/or the relevant Issue Terms in connection with a Merger Event or Tender Offer, the Calculation Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.

The definitions of “**Nationalisation**”, “**Insolvency**” and “**De-listing**” shall be amended in accordance with the DR Amendment.

If the Calculation Agent determines that a Nationalisation or Insolvency has occurred in respect of an Equity or the Depositary, then, notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs selected in accordance with the DR Substitution Criteria and may make any appropriate adjustments to the terms of these Conditions and/or the relevant Issue Terms. In such case, the Issuer shall not redeem the Notes early and, following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs, and the Calculation Agent will determine the effective date of any adjustments.

If the Calculation Agent determines that a De-listing of Equities has occurred or if the Depositary announces that the Deposit Agreement is (or will be terminated), then notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs selected in accordance with the DR Substitution Criteria or the Underlying Equities and may make any appropriate adjustments to the terms of these Conditions and/or the relevant Issue Terms. In such case, the Issuer shall not redeem the Notes early, and following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs or the Underlying Equities, as applicable, and the Calculation Agent will determine the effective date of any adjustments.

The definition of any Additional Disruption Event specified as applicable in the relevant Issue Terms shall be amended in accordance with the DR Amendment.

Each reference to the Exchange in the definitions of “**Exchange Business Day**”, “**Scheduled Closing Time**”, “**Scheduled Trading Day**”, “**Market Disruption Event**” and “**Disrupted Day**” shall be deemed to include a reference to the primary exchange on which the Underlying Equities are traded, as determined by the Calculation Agent.

The definitions of “**Market Disruption Event**” and “**Related Exchange**” shall be amended in accordance with the DR Amendment. For the avoidance of doubt, where a provision is amended pursuant to this Condition 8.04 in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Equities or the Underlying Equity Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

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

**“Additional Disruption Event”** means Change in Law, Hedging Disruption, Increased Cost of Hedging, Insolvency Filing, in each case if specified in the applicable Final Terms, or, in the case of an Exempt Note, any other Additional Disruption Event, if specified in the applicable Pricing Supplement.

**“Affiliate”** means any entity controlled directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or any entity under common control with the Issuer. As used herein **“control”** means the ownership of a majority of the voting power of the entity and **“controlled by”** and **“controls”** shall be construed accordingly.

**“Averaging Date”** means each date specified as an Averaging Date in the applicable Issue Terms provided that if such date is not a Scheduled Trading Day, the Averaging Date shall be the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If any Averaging Date is a Disrupted Day, then:

- (i) if ‘Omission’ is specified in the applicable Issue Terms, such Averaging Date will be deemed not to be a relevant Averaging Date for purposes of determining the relevant Reference Price. If through the operation of this provision, no Averaging Date would occur with respect to the relevant Valuation Date, then for the purposes of determining the Reference Price on the final Averaging Date, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day;
- (ii) if ‘Postponement’ is specified in the applicable Issue Terms then, for purposes of determining the Reference Price, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date for the Equity Linked Notes; or
- (iii) if ‘Modified Postponement’ is specified in the applicable Issue Terms, then:
  - (A) where the Notes relate to a single Equity, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day for the Equity shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the Reference Price for that Averaging Date in accordance with sub paragraph (i)(B) of the definition of “Valuation Date” below; or
  - (B) where the Notes relate to a Basket of Equities and the applicable Issue Terms provide that “Common Disrupted Days” is not applicable, the Averaging Date for each Equity not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and the Averaging Date for each Equity affected by the occurrence of a Disrupted Day (each an **“Affected Equity”**) shall be the first succeeding Valid Date in relation to such Affected Equity. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant

Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day for such Equity shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of the Affected Equity and (ii) the Calculation Agent shall determine the Reference Price of the Affected Equity for that Averaging Date in accordance with sub paragraph (ii)(B) of the definition of “Valuation Date” below; or

- (C) where the Notes relate to a Basket of Equities and the applicable Issue Terms provide that “Common Disrupted Days” is applicable, the Averaging Date for each Equity shall be the first succeeding Common Valid Date. If the first succeeding Common Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date, that, but for occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the relevant Reference Price for each Equity for that Averaging Date in accordance with sub-paragraph (iii)(B)(x) or (y), as applicable of the definition of “Valuation Date” below; and
- (D) “**Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the relevant Valuation Date does not or is not deemed to occur, and “**Common Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day for any Equity comprised in the Basket of Equities and on which another Averaging Date does not or is deemed not to occur.

“**Basket of Equities**” means a basket composed of the Equities specified in the applicable Issue Terms in the relative Weightings or numbers of Equities specified in the applicable Issue Terms.

“**Change in Law**” means that, on or after the Trade Date (as specified in the applicable Issue Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (X) it has become illegal to hold, acquire or dispose of any relevant Equity or (Y) the Issuer will incur a materially increased cost in performing its obligations in relation to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any Hedging Entity).

“**Closing Price**” means the official closing price of an Equity on the relevant Exchange.

“**De-listing**” means, in respect of any relevant Equities, the Exchange announces that pursuant to the rules of such Exchange, such Equities cease (or will cease) to be listed, traded or publicly quoted on such Exchange for any reason (other than a Merger Event or Tender Offer) 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 Global Market or Global Select Market (or their respective successors) or (ii) an exchange or quotation system located in the same country as the

Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

If the relevant Equities are immediately re-listed, re-traded or re-quoted on any exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange in respect of such Equities.

**“Deposit Agreement”** means, in relation to the Equities, the agreements or other instruments constituting the Equities, as from time to time amended or supplemented in accordance with their terms.

**“Depository”** means, where the relevant Issue Terms specifies that (a) the “Partial Lookthrough Depository Receipt Provisions” shall apply to the Equity, the Equity Issuer or any successor issuer of the Equities from time to time or (b) the “Full Lookthrough Depository Receipt Provisions” shall apply to an Equity or the Equity Issuer.

**“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.

**“DR Amendment”** means, in respect of the definitions of Merger Event, Tender Offer, Nationalisation, Insolvency, De-listing, Insolvency Filing, Change in Law, any other Additional Disruption Event specified as applicable in the relevant Issue Terms and Market Disruption Event, that the following changes shall be made to such definition or provision where provided for in Condition 8: (a) all references to “Equities” shall be deleted and replaced with the words “Equities and/or the Underlying Equities”; and (b) all references to “Equity Issuer” shall be deleted and replaced with the words “Equity Issuer or Underlying Equity Issuer, as appropriate”.

**“DR Substitution Criteria”** means:

- (a) (i) where the Notes relate to a Basket of Equities, the Replacement DR shall not be an Equity already comprised in the Basket of Equities or assets;
  - (ii) the relevant issuer of the Replacement DR belongs to the same broad economic sector as the issuer of the affected Equity;
  - (iii) the Replacement DR shall be of an issuer that is of a similar international standing, market capitalisation, exposure and creditworthiness as the issuer of the affected Equity, on the date immediately prior to the relevant Equity becoming an affected Equity, ignoring for this purpose the occurrence of the relevant Nationalisation, Insolvency or De-listing; and
  - (iv) the Replacement DR shall be of the same geographical zone as the issuer of the affected Equity,
- all as determined by the Calculation Agent in its sole and absolute discretion; or
- (b) in the case of Exempt Notes, such other criteria as specified in the applicable Pricing Supplement.

**“Equity”** means the share(s) or other securities specified in the applicable Issue Terms subject to adjustment in accordance with these Conditions.

**“Equity Issuer”** means, in respect of an Equity, the issuer of such Equity.

**“Equity Substitution Criteria”** means:

- (a) (i) where the Notes relate to a Basket of Equities, the Substitute Equity shall be an equity which is not already comprised in the Basket of Equities or assets;

- (ii) the relevant issuer of the Substitute Equity belongs to the same broad economic sector as the Issuer of the Affected Equity;
- (iii) the Substitute Equity shall be of an issuer that is of a similar international standing, market capitalisation, exposure and creditworthiness as the Issuer of the Affected Equity, on the date immediately prior to the relevant Equity becoming an Affected Equity, ignoring for this purpose the occurrence of the relevant Potential Adjustment Event, Merger Event, Tender Offer, Nationalisation, Insolvency, De-listing or Additional Disruption Event; and
- (iv) the Substitute Equity shall be of the same geographical zone as the Issuer of the Affected Equity,

all as determined by the Calculation Agent in its sole and absolute discretion; or

- (b) in the case of Exempt Notes, such other criteria as specified in the applicable Pricing Supplement.

**“Exchange”** means, in respect of an Equity, each exchange or quotation system specified as such for such Equity in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Equity on such temporary substitute exchange or quotation system as on the original Exchange).

**“Exchange Business Day”** means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**“Final Redemption Amount”** means:

- (i) in the case of a Non-Exempt Note which is an Equity Linked Redemption Note, an amount calculated in accordance with the provisions of Condition 31;
- (ii) in the case of an Exempt Note which is an Equity Linked Redemption Note, an amount calculated by the Calculation Agent equal to:

- (a) if Call Option is specified as applicable in the applicable Pricing Supplement (**“Call Equity Linked Redemption Note”**):

$$\frac{\text{Reference Price}}{\text{Initial Price}} \times \text{Specified Denomination};$$

- (b) if Put Option is specified as applicable in the applicable Pricing Supplement (**“Put Equity Linked Redemption Note”**):

$$\frac{\text{Reference Price}}{\text{Initial Price}} \times \text{Specified Denomination}; \text{ or}$$

- (c) such other amount specified in, or determined in the manner specified in, the applicable Pricing Supplement,

provided always that the Final Redemption Amount shall in no event be less than zero. The Final Redemption Amount will be rounded as provided in Condition 4.08.

**“Hedging Disruption”** means that the Hedging Entity is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price 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).

**“Hedging Entity”** means (a) the Issuer or (b) any Affiliate or any entity (or entities) acting on behalf of the Issuer as specified in the applicable Issue Terms that is engaged in any underlying or hedging transactions related to the Equity in respect of the Issuer’s obligations under the Notes.

**“Increased Cost of Hedging”** means that the Hedging Entity 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 equity or other price risk of the Issuer issuing and performing its obligations with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or the Hedging Entity shall not be deemed an Increased Cost of Hedging.

**“Initial Price”** means the price specified as such in the applicable Issue Terms.

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

**“Insolvency Filing”** means that the Equity Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Equity Issuer shall not be deemed an Insolvency Filing.

**“Intraday Price”** means the price of an Equity at any time during the regular trading session hours of the relevant Exchange, without regard to after hours trading or any other trading outside of the regular trading session hours.

**“Least Performer”** means, with respect to an Exchange Business Day during the Observation Period, the Equity in respect of which the following formula yields, in the determination of the Calculation Agent, the smallest positive number or the largest negative number, on such Exchange Business Day:

(Reference Price of the Equity on the Exchange Business Day minus the Initial Price with respect to such Equity) divided by the Initial Price with respect to such Equity,

provided that if the above formula yields the same number with respect to two or more Equities the Calculation Agent shall determine the Least Performer.

**“Market Disruption Event”** means, in respect of an Equity:

- (i) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time of:
  - (A) 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:
    - (x) relating to the Equity on the Exchange; or
    - (y) in futures or options contracts relating to the Equity on any relevant Related Exchange; or
  - (B) any event (other than as described in (ii) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (x) to effect transactions, in or obtain market values for, the Equities on the Exchange or (y) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the Equity on any relevant Related Exchange,  
which in either case the Calculation Agent determines is material; or
- (ii) the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or if earlier (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; or
- (iii) in the case of an Exempt Note, any other event specified in the applicable Pricing Supplement.

**“Merger Date”** means, the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**“Merger Event”** means, in respect of any relevant Equities, any (i) reclassification or change of such Equities that results in a transfer of or an irrevocable commitment to transfer all of such Equities outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of an Equity Issuer, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in a reclassification or change of all of such Equities 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 Equities of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Equities (other than such Equities owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Equities outstanding but results in the outstanding Equities (other than Equities owned or controlled by such other entity) immediately prior to such event collectively

representing less than 50 per cent. of the outstanding Equities immediately following such event (a “**Reverse Merger**”), in each case if the Merger Date is (a) in the case of Cash Settled Notes, on or before the last occurring Valuation Date or Observation Date, as the case may be, or where Averaging is specified in the applicable Issue Terms, the final Averaging Date in respect of the relevant Notes or, (b) if the Notes are to be redeemed by Physical Delivery, the Maturity Date.

“**Nationalisation**” means that all the Equities or all or substantially all the assets of an Equity Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**Observation Date(s)**” means each date specified as such in the applicable Issue Terms provided that, if such date is not a Scheduled Trading Day, the Observation Date shall be 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 relate to a single Equity, the Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day. In that case, (i) the eighth Scheduled Trading Day for such Equity shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent, shall, where practicable in the case of Exempt Notes, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable or in the case of Non-Exempt Notes, determine the Reference Price in accordance with its good faith estimate of the value of the Equity as of the Valuation Time on that eighth Scheduled Trading Day; or
- (ii) where the Notes relate to a Basket of Equities and the applicable Issue Terms provide that “Common Disrupted Days” is not applicable, the Observation Date for each Equity not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the Observation Date for each Equity affected by the occurrence of a Disrupted Day (each an “**Affected Equity**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Equity unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to the Affected Equity. In that case, (i) the eighth Scheduled Trading Day for such Equity shall be deemed to be the Observation Date for the Affected Equity, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall where practicable in the case of Exempt Notes, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt Notes, determine the Reference Price in accordance with its good faith estimate of the value of the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day; or
- (iii) where the Notes relate to a Basket of Equities and the applicable Issue Terms provide that “Common Disrupted Days” is applicable, the Observation Date for each Equity shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day for any Equity, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to any Equity. In that case, (A) the eighth Scheduled Trading Day shall be deemed to be the Observation Date for each Equity (notwithstanding the fact that such day is a

Disrupted Day in respect of one or more Equities (each an “**Affected Equity**”)); and (B) the Calculation Agent shall determine the Reference Price using (x) in relation to each Equity other than an Affected Equity its price as provided in paragraph (ii) of the definition of Reference Price; and (y) in relation to each Affected Equity, its price as determined, in the case of Exempt Notes, in the manner set out in the applicable Pricing Supplement, or if not set out or if not practicable or in the case of Non-Exempt Notes, as its good faith estimate of the value of the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day.

“**Observation Period**” means the period specified as such in the applicable Issue Terms.

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

- (i) a subdivision, consolidation or reclassification of relevant Equities (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such Equities to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Equities of (i) such Equities or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer equally or proportionately with such payments to holders of such Equities, or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by an Equity Issuer in respect of relevant Equities that are not fully paid;
- (v) a repurchase by an Equity Issuer or any of its subsidiaries of relevant Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (vi) in respect of an Equity Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Equity Issuer, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; and
- (vii) any other event having, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Equities.

“**Principal Protected**” means an amount equal to 100 per cent. of the Calculation Amount. For the avoidance of doubt, the Principal Protection does not apply if the Notes are redeemed early or sold by an investor prior to the Maturity Date.

**“Protection Amount”** means, in respect of a Series to which a Protection Amount is specified as applicable in the applicable Issue Terms, means that the Final Redemption Amount will, subject to the applicable Issue Terms, in no circumstances be repayable, at the stated Maturity Date, at less than the specified percentage of the Calculation Amount of such Note. For the avoidance of doubt, the Protection Amount will not apply in the event that Notes are redeemed prior to their stated Maturity Date or upon, among others, the occurrence of an Early Redemption for Taxation Reasons, any event specified in Condition 8.02, an Administrator/Benchmark Event or an Event of Default.

**“Reference Price”** means, in the case of an Exempt Note unless otherwise specified in the applicable Pricing Supplement, in respect of a Valuation Date, Observation Date or Averaging Date:

- (i) where the Notes relate to a single Equity, an amount equal to the Specified Price on the relevant date (or the price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) of the Equity quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent (or if, in the opinion of the Calculation Agent, no such Specified Price (or, as the case may be, price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) can be determined, unless the relevant date is a Disrupted Day, the Calculation Agent’s good faith estimate of the price of the Equity at the Valuation Time on the relevant date) or as otherwise determined by the Calculation Agent subject to the provisions of this Condition 8. The amount determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price; and
- (ii) where the Notes relate to a Basket of Equities, an amount equal to the sum of the values calculated for each Equity as the Specified Price (or the price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) of the Equity quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent (or if, in the opinion of the Calculation Agent, no such Specified Price (or price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) can be determined, unless the relevant date is a Disrupted Day, the Calculation Agent’s good faith estimate of the price of the Equity as of the Valuation Time on the relevant date), or as otherwise determined by the Calculation Agent subject to the provisions of this Condition 8, multiplied by the relevant Weighting. Each amount determined pursuant to the foregoing shall be converted, if the Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price.

**“Related Exchange”** means, in relation to an Equity, each exchange or quotation system specified as such in relation to such Equity in the applicable Issue 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 Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Equity 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 Issue 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 Equity.

**“Replacement DRs”** means depositary receipts other than the Equities over the same Underlying Equities.

**“Scheduled Averaging Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Averaging Date.

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

**“Scheduled Observation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

**“Scheduled Trading Day”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**“Scheduled Valuation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

**“Specified Price”** means the Closing Price or the Intraday Price, as specified in the applicable Issue 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 ten (10) per cent. and less than 100 per cent. of the outstanding voting shares of the Equity Issuer, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**“Trade Date”** means the date specified as such in the applicable Issue Terms.

**“Underlying Equity”** means the share(s) or other securities which are the subject of the Deposit Agreement.

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

**“Valuation Date”** means each date specified as such in the applicable Issue Terms or, if such date 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 relate to a single Equity, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the eighth Scheduled Trading Day for the Equity shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall, where practicable in the case of Exempt Notes, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable or in the case of Non-Exempt Notes, determine the Reference Price in accordance with its good faith estimate of the value of the Equity as of the Valuation Time on that eighth Scheduled Trading Day; or

- (ii) where the Notes relate to a Basket of Equities and the applicable Issue Terms provide that "Common Disrupted Days" is not applicable, the Valuation Date for each Equity not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Equity affected by the occurrence of a Disrupted Day (each an "**Affected Equity**") shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Equity unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Equity. In that case, (A) the eighth Scheduled Trading Day for the Affected Equity shall be deemed to be the Valuation Date for the Affected Equity, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall where practicable in the case of Exempt Notes, determine the Reference Price using, in relation to the Affected Equity, a price determined in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt Notes, determine the Reference Price in accordance with its good faith estimate of the value of the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day; or
- (iii) where the Notes relate to a Basket of Equities and the applicable Issue Terms provide that "Common Disrupted Days" is applicable, the Valuation Date for each Equity shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day for any Equity, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to any Equity. In that case, (A) the eighth Scheduled Trading Day shall be deemed to be the Valuation Date for each Equity (notwithstanding the fact that such day is a Disrupted Day in respect of one or more Equities (each an "**Affected Equity**")); and (B) the Calculation Agent shall determine the Reference Price using (x) in relation to each Equity other than an Affected Equity, its price as provided in paragraph (ii) of the definition of Reference Price; and (y) in relation to each Affected Equity, its price as determined, in the case of Exempt Notes, in the manner set out in the applicable Pricing Supplement, or if not set out or if not practicable or in the case of Non-Exempt Notes, as its good faith estimate of the value of the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day.

**"Valuation Time"** means:

- (i) the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Equity to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; or
- (ii) where the Specified Price is the Intraday Price, each relevant time at which the Reference Price is determined.

**"Weighting"** means the weight to be applied to each of the Equities comprising the Basket of Equities, as specified in the applicable Issue Terms.

## **9. Physical Delivery**

If Physical Delivery is specified as applicable in the applicable Issue Terms, the provisions of this Condition 9 shall apply, as modified by, in the case of a Non-Exempt Note, Condition 31

and Condition 32 as completed by the applicable Final Terms or, in the case of an Exempt Note, the applicable Pricing Supplement.

**9.01** In order to obtain delivery of the Entitlement in respect of such Note:

- (A) if such Note is represented by a Global Note, the relevant Holder must deliver or have delivered to Euroclear or Clearstream, Luxembourg (as applicable), with a copy to the Issuer, Issuing and Paying Agent and Delivery Agent, not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice (as defined below); and
- (B) if such Note is a Definitive Note, the relevant Holder must deliver to any Paying Agent, with a copy to the Issuing and Paying Agent, the Issuer and Delivery Agent, not later than the close of business in each place of receipt on the Cut-Off Date, a duly completed Asset Transfer Notice.

Forms of the Asset Transfer Notice may be obtained during normal business hours from the specified office of 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 a Definitive Note, in writing or by tested telex.

If such Note is a Definitive Note, it must be delivered together with the duly completed Asset Transfer Notice.

**9.02** An Asset Transfer Notice must:

- (A) specify the name and address of the relevant Holder and the person from whom the Issuer may obtain details for the delivery of the Entitlement;
- (B) in the case of Notes represented by a Global Note, specify the principal amount of Notes which are the subject of such notice and the number of the Holder's account at Euroclear or Clearstream, Luxembourg, as the case may be, to be debited with such Notes and irrevocably instruct and authorise Euroclear or Clearstream, Luxembourg, as the case may be, to debit the relevant Holder's account with such Notes on or before the Delivery Date (as defined below);
- (C) include an undertaking to pay all Expenses (as defined below) and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the Holder at Euroclear or Clearstream, Luxembourg, as the case may be, in respect thereof and to pay such Expenses;
- (D) specify an account to which dividends (if any) or any other cash amounts payable by the Issuer are to be paid, including without limitation, any cash amount constituting the Entitlement or any dividends relating to the Entitlement;
- (E) certify that the beneficial owner of each Security is not a "U.S. Person" defined as any person who is (i) an individual who is a citizen or resident of the United States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to

exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being non-U.S. Persons; or (vii) a "U.S. person" as defined in Regulation S of the Securities Act of 1933, as amended; or (viii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act of 1936, as amended (the "**Commodity Exchange Act**"); or (ix) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; (x) 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**"), the Security 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

- (F) authorise the production of such notice in any applicable administrative or legal proceedings.

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

In the case of Notes represented by a Global Note, upon receipt of such notice, Euroclear or Clearstream, Luxembourg, as the case may be, shall verify that the person specified therein as the Holder is the holder of the specified principal amount of Notes according to its books.

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such Asset Transfer Notice has been properly completed and delivered as provided in these Conditions shall be made, in the case of Notes represented by a Global Note, by Euroclear or Clearstream, Luxembourg, as the case may be, after consultation with the Issuer and Issuing and Paying Agent and shall be conclusive and binding on the Issuer and the relevant Holder and, in the case of Definitive Notes, by the relevant Paying Agent, after consultation with the Issuer and Issuing and Paying Agent, and shall be conclusive and binding on the Issuer and the relevant Holder.

If such Asset Transfer Notice is subsequently corrected to the satisfaction of Euroclear or Clearstream, Luxembourg, as the case may be, or the relevant Paying Agent, in each case in consultation with the Issuing and Paying Agent and the Issuer, it shall be deemed to be a new Asset Transfer Notice submitted at the time such correction was delivered as provided above.

Euroclear, Clearstream, Luxembourg or the relevant Paying Agent, as applicable, shall use its best efforts promptly to notify the Holder submitting an Asset Transfer Notice if, in

consultation with the Issuing and Paying Agent and the Issuer, 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 Paying Agents, Euroclear, Clearstream, Luxembourg or the Issuing and Paying Agent 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.

Delivery of the Entitlement in respect of each Note shall be made at the risk of the relevant Holder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine to be appropriate and notified to the person designated by the Holder in the relevant Asset Transfer Notice or, in the case of an Exempt Note, in such manner as is specified in the applicable Pricing Supplement on the Maturity Date (such date, subject to adjustment in accordance with this Condition, the “**Delivery Date**”), provided that the Asset Transfer Notice is duly delivered to Euroclear, Clearstream, Luxembourg or a Paying Agent, as the case may be, with a copy to the Issuer and Issuing and Paying Agent, as provided above, not later than the close of business in each place of receipt on the Cut-Off Date specified in the applicable Issue Terms.

If a Holder fails to give an Asset Transfer Notice as provided herein with a copy to the Issuer and Issuing and Paying Agent, not later than the close of business in each place of receipt on the Cut-Off Date, then the Entitlement will be delivered as soon as practicable after the Maturity Date (in which case, such date of delivery shall be the Delivery Date) at the risk of such Holder in the manner provided above; provided that, if in respect of a Note, an Asset Transfer Notice is not delivered to Euroclear, Clearstream, Luxembourg or a Paying Agent, as the case may be, with a copy to the Issuing and Paying Agent and the Issuer by the close of business in each place of receipt on the 180<sup>th</sup> calendar day following the Cut-Off Date, the Issuer's obligations in respect of such Note shall be discharged and no further liability in respect thereof shall attach to the Issuer. 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 such Delivery Date falling after the originally designated Delivery Date and no liability in respect thereof shall attach to the Issuer.

### ***Delivery of Entitlement – General Provisions***

**9.03** All Expenses arising from the delivery of the Entitlement in respect of such Notes shall be for the account of the relevant Holder and no delivery of the Entitlement shall be made until all Expenses have been paid to the satisfaction of the Issuer by the relevant Holder.

After delivery of the Entitlement and for such period of time after the Delivery Date as any person other than the relevant Holder shall continue to be the legal owner of the securities or obligations comprising the Entitlement (the “**Intervening Period**”), none of the Issuer, the Calculation Agent, Issuing and Paying 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 or obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations or (iii) be under any liability to the relevant 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 during such Intervening Period the legal owner of such securities or obligations.

Where the Entitlement is, in the determination of the Issuer, an amount other than an amount of Relevant Assets capable of being delivered, the Holders will receive an Entitlement comprising of the nearest number (rounded down) of Relevant Assets capable of being delivered by the Issuer (taking into account that a Holder's entire holding may be aggregated

at the Issuer's discretion for the purpose of delivering the Entitlements), and in respect of the amount of Relevant Assets not capable of being delivered the Holder will receive an amount in the Specified Currency ("**Cash Adjustment**") which shall be the value of the amount of the Relevant Assets so rounded down, as calculated by the Calculation Agent in its sole discretion from such source(s) as it may select (converted if necessary into the Specified Currency by reference to such exchange rate as the Calculation Agent deems appropriate) or, in the case of an Exempt Note, otherwise in the manner specified in the applicable Pricing Supplement. Payment will be made to the account specified by the Holder in the Asset Transfer Notice referred to in Condition 9.02 or otherwise in such manner as shall be notified to the Holders in accordance with Condition 23.

For the purposes of the Notes, where the Entitlement comprises an Equity or a Fund Share of an ETF (i) the Issuer shall be under no obligation to register or procure the registration of any Holder or any other person as the registered shareholder in the register of members or shareholders register of any Equity Issuer or ETF, and (ii) any interest, dividend or other distribution in respect of any Entitlement will be payable to the party that would receive such interest, dividend or other distribution according to market practice for a sale of the relevant Equity or Fund Share executed on the Delivery Date and to be delivered in the same manner as the Entitlement. Any such interest, dividend or other distribution to be paid to a Holder shall be paid to the account specified in the relevant Asset Transfer Notice.

#### **9.04 Settlement Disruption Event**

If, prior to the delivery of the Entitlement in accordance with this Condition, a Settlement Disruption Event is subsisting, then the Delivery Date in respect of such Note shall be postponed until the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event and notice thereof shall be given to the relevant Holder, in accordance with Condition 23. Such Holder shall not be entitled to any payment, whether of interest or otherwise, on such Note as a result of any delay in the delivery of the Entitlement pursuant to this Condition.

Where delivery of the Entitlement has been postponed as provided in this Condition the Issuer shall not be in breach of these Conditions and no liability in respect thereof shall attach to the Issuer.

For so long as delivery of the Entitlement in respect of any Note is not practicable by reason of a Settlement Disruption Event, then in lieu of physical settlement and notwithstanding any other provision hereof, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant Note by payment to the relevant Holder of the Disruption Cash Settlement Price not later than on the third Business Day following the date that the notice of such election substantially in the form set out in the Issue and Paying Agency Agreement (the "**Election Notice**") is given to the Holders in accordance with Condition 23. Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Holders in accordance with Condition 23.

**9.05** If "**Failure to Deliver due to Illiquidity**" is specified as applicable in the Issue Terms and if, in the opinion of the Calculation Agent, it is impossible or impracticable to deliver, when due, some or all of the Relevant Assets comprising the Entitlement (the "**Affected Relevant Assets**") due to illiquidity in the market for the Relevant Assets (a "**Failure to Deliver**"), then:

- (A) subject as provided elsewhere in these Conditions and/or the applicable Issue Terms, any Relevant Assets which are not Affected Relevant Assets, will be delivered pro rata on the originally designated Delivery Date in accordance with this Condition 9; and

- (B) 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, in lieu of delivery of the Affected Relevant Assets, to pay to the Holder the Failure to Deliver Settlement Price (as defined below) on the fifth Business Day following the date on which the Failure to Deliver Notice (as defined below) is given to the Holders in accordance with Condition 23. 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 23. The Issuer shall give notice (such notice a “**Failure to Deliver Notice**”) as soon as reasonably practicable to the Holders in accordance with Condition 23 that the provisions of this Condition 9.05 apply.

### ***Option to Vary Settlement***

**9.06** If the applicable Pricing Supplement indicate that the Issuer has the option to vary settlement in respect of the Notes, the Issuer may in its sole and unfettered discretion in respect of each such Note, elect not to pay the relevant Holders the Final Redemption 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 Final Redemption Amount on the Maturity Date to the relevant Holders, as the case may be. Notification of such election will be given to Holders in accordance with Condition 23.

### ***Definitions***

**9.07** For the purposes of this Condition 9:

“**Asset Transfer Notice**” means a duly completed asset transfer notice substantially in the form set out in the Issue and Paying Agency Agreement.

“**Cut-Off Date**” has the meaning given to it in the applicable Issue Terms.

“**Delivery Agent**” has the meaning given to it in the applicable Issue Terms.

“**Disruption Cash Settlement Price**” means, in respect of each principal amount of Notes equal to the Calculation Amount, an amount equal to the fair market value of the relevant Note (but not taking into account any interest accrued on such Note and paid pursuant to Conditions 5 and 19) on such day as shall be selected by the Issuer in its sole and absolute discretion provided that such day is not more than 15 days before the date on which the Election Notice is given as provided above adjusted to take account fully for any losses, expenses and costs to the Hedging Entity of unwinding or adjusting any related hedging arrangements in respect of the Note, all as calculated by the Calculation Agent in its sole and absolute discretion.

“**Entitlement**” means the quantity of the Relevant Asset or the Relevant Assets, as the case may be, which the Holder is entitled to receive on the Maturity Date following payment of the Expenses, as determined by the Calculation Agent as set out in Condition 31, in the case of a Non-Exempt Note, or the applicable Pricing Supplement, in the case of an Exempt Note, in each case including any documents evidencing such Entitlement.

“**Expenses**” means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Entitlement.

“**Failure to Deliver Settlement Price**” means, in respect of each principal amount of the Notes equal to the Calculation Agent, the fair market value of the Affected Relevant Assets on the fifth Business Day prior to the date on which the Failure to Deliver Notice is given as provided above, less the proportionate cost to the Hedging Entity of unwinding or adjusting

any related hedging arrangements in respect of the Notes, all as calculated by the Calculation Agent in its sole and absolute discretion.

“**Relevant Assets**” means the assets specified as such in the applicable Issue Terms.

“**Settlement Business Day**” has the meaning ascribed to it in (a) in the case of a Non-Exempt Note, Condition 31 or (b) in the case of an Exempt Note, the applicable Pricing Supplement.

“**Settlement Disruption Event**” means an event beyond the control of the Issuer (including but not limited to non-delivery of the Entitlement by a counterparty to an agreement entered into by the Hedging Entity to hedge the Notes) as a result of which, in the opinion of the Calculation Agent, delivery of the Entitlement by or on behalf of the Issuer in accordance with these Conditions and/or the applicable Issue Terms is not practicable.

## **10. Fund Linked Notes**

**10.01** If the Notes are specified as Fund Linked Notes in the applicable Issue Terms, the provisions of Condition 11 shall apply if the fund(s) are not ETFs (as defined in Condition 12.09) and the provisions of Condition 12 shall apply if the fund(s) are ETFs.

## **11. Provisions relating to Funds other than Exchange Traded Funds**

### **Redemption of Fund Linked Redemption Notes**

**11.01** Unless previously redeemed or purchased and cancelled, each principal amount of the Fund Linked Redemption Notes equal to the Calculation Amount set out in the applicable Issue Terms will be redeemed by the Issuer on the Maturity Date (A) in the case of an Exempt Note, if Cash Settlement is specified in the applicable Pricing Supplement, at the Final Redemption Amount specified in or determined in the manner specified in, the applicable Pricing Supplement or (B) if Physical Delivery is specified in the applicable Issue Terms, by delivery of the Entitlement, in the case of a Non-Exempt Note, determined in the manner specified in Condition 31 or, in the case of an Exempt Note, specified in, or determined in the manner specified in, the applicable Pricing Supplement (subject as provided below).

### **Consequences of Fund Events**

**11.02** “**Fund Event**” means the occurrence of each of an Additional Fund Disruption Event, a Fund Disruption Event and/or a Fund Extraordinary Event as determined by the Calculation Agent.

- (i) “**Additional Fund Disruption Event**” means each of Change in Law, Fund Hedging Disruption or Increased Cost of Hedging.

“**Change in Law**” means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Hedging Entity determines in good faith that (x) it has become illegal to hold, acquire or dispose of any Fund Interests, or (y) the Issuer will incur a materially increased cost in performing its obligations under the Fund Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

**“Fund Hedging Disruption”** means that the Hedging Entity is unable, or it is impractical for the Hedging Entity, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked Notes, or (ii) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (x) any restrictions or increase in charges or fees imposed by a Fund on an investor's ability to redeem the related Fund Interest, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Interest, or (y) any mandatory redemption, in whole or in part, of a Fund Interest imposed by the related Fund (in each case other than any restriction in existence on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date).

**“Increased Cost of Hedging”** means that the Hedging Entity would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked Notes, or (ii) realise, recover or remit the proceeds of any transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or the Hedging Entity shall not be deemed an Increased Cost of Hedging.

(ii) **“Fund Disruption Event”** means at any time the occurrence or continuance of any of the following events, as determined by the Calculation Agent in its sole and absolute discretion, if the Calculation Agent determines that such event is material:

(a) Fund Valuation Disruption: **“Fund Valuation Disruption”** means (x) the failure of a Scheduled Fund Redemption Valuation Date in respect of a Fund Interest to be a Fund Redemption Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Redemption Valuation Date, or (y) the failure of a Scheduled Fund Valuation Date in respect of a Fund Interest to be a Fund Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Valuation Date;

(b) Fund Settlement Disruption: **“Fund Settlement Disruption”** means a failure by a Fund on any day to pay the full amount (whether expressed as a percentage or otherwise) of any fund redemption proceeds with respect to any Fund Interest scheduled to have been paid on or by such day according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests).

(c) **“Fund Extraordinary Event”** means each of the following events:

(A) Nationalisation: **“Nationalisation”** means that all the Fund Interests or all or substantially all the assets of a Fund are

nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

- (B) Insolvency: “**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (x) all the Fund Interests of that Fund are required to be transferred to a trustee, liquidator or other similar official or (y) holders of the Fund Interests of that Fund become legally prohibited from transferring or redeeming them;
- (C) Fund Insolvency Event: “**Fund Insolvency Event**” means a Fund or relevant Fund Service Provider (A) is dissolved or has a resolution passed for its dissolution, winding-up or official liquidation (other than pursuant to a consolidation, amalgamation or merger); (B) makes a general assignment or arrangement with or for the benefit of its creditors; (C) (x) 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 (y) 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 clause (x) above and either (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (2) is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (D) 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; (E) 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 of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (F) 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 (E) and (F) above;

- (D) NAV Trigger Event: “**NAV Trigger Event**” means that (x) the aggregate net asset value of a Fund has decreased by an amount equal to or greater than the NAV Trigger since the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or (y) a Fund has violated any leverage restriction that is applicable to, or affecting, it or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its assets, the relevant Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;
- (E) Adviser Resignation Event: “**Adviser Resignation Event**” means the resignation, termination of appointment, or replacement of a Fund's Fund Adviser;
- (F) Fund Modification: “**Fund Modification**” means any change or modification of the relevant Fund Documents that could reasonably be expected to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent) from those prevailing on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or the imposition of any fees or charges in relation to redemptions, subscriptions or transfers of Fund Interests;
- (G) Strategy Breach: “**Strategy Breach**” means any breach or violation of any strategy or investment guidelines stated in the relevant Fund Documents that is reasonably likely to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent); or any change of the nature of a Fund, including but not limited to the type of investments, the duration, the credit risk and diversification of the investments to which that Fund is exposed, which, in the opinion of the Calculation Agent, results in a material deterioration of the risk profile of that Fund;
- (H) Regulatory Action: “**Regulatory Action**” means (x) the cancellation, suspension or revocation of the registration or approval of a Fund Interest or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Interest or Fund, (y) any change in the legal, tax, accounting, or regulatory treatments of a Fund or its Fund Adviser that is reasonably likely to have an adverse impact on the value of the related Fund Interest or on any investor therein (as determined by the Calculation Agent), or (z) a Fund or any of its Fund Administrator or Fund Adviser becoming subject to investigation, proceeding or litigation by

any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund, Fund Administrator or Fund Adviser;

- (I) Reporting Disruption: “**Reporting Disruption**” means (x) occurrence of any event affecting a Fund Interest that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of such Fund Interest in respect of a Scheduled Fund Valuation Date or a Scheduled Fund Redemption Valuation Date, and such event continues for at least two consecutive Scheduled Fund Valuation Dates or Scheduled Fund Redemption Valuation Dates, as the case may be or any other Reporting Disruption Period specified in the applicable Issue Terms; (y) any failure of a Fund to deliver, or cause to be delivered, (A) information that such Fund has agreed to deliver, or cause to be delivered to the Calculation Agent, including, but not limited to, information to determine the occurrence of a Fund Event and the annual audited financial report and semi-annual financial report, if any, in relation to the related Fund Interests, or (B) information that has been previously delivered to the Calculation Agent, in accordance with such Funds or its authorised representative's, normal practice and that the Calculation Agent deems necessary to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the related Fund Interests;
- (J) Fund Service Provider Cessation: “**Fund Service Provider Cessation**” means that one or more Fund Service Provider(s) in respect of a Fund ceases to provide the service as outlined in the relevant Fund Documents prevailing on the Trade Date or, where the related Fund Interest is a Replacement Fund Interest, the relevant replacement date, and any such Fund Service Provider is not immediately replaced by another service provider acceptable to the Calculation Agent;
- (K) Fund Administrator Disruption: “**Fund Administrator Disruption**” means any event or circumstances compromising the independence of a Fund Administrator performing services for a Fund from the relevant Fund Adviser; or
- (L) Related Agreement Termination: “**Related Agreement Termination**” means a Fund or any of its Fund Administrator or Fund Adviser is in breach of or has terminated any existing agreement with the Calculation Agent in respect of, but not limited to, retrocession, dealing fees, liquidity and licensing.

**11.03** Following the occurrence of a Fund Event, the Issuer may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent to make such determinations and/or adjustments to the Conditions and/or the applicable Issue Terms as it determines in its sole and absolute discretion appropriate to account for the Fund Event, which may include, without limitation:
  - (a) delaying any calculation, determination or related payment date under the Notes until it determines that no Fund Event exists;
  - (b) calculating the value of the relevant Fund Interest(s) and/or replacing the relevant Fund Interest(s) (the “**Affected Fund Interest**”) with one or more replacement fund interests (each a “**Replacement Fund Interest**”) with a value as determined by the Calculation Agent equal to the Removal Value for the Affected Fund Interest and in a fund which in the determination of the Calculation Agent has similar characteristics, investment objectives and policies to those applicable to the Fund in respect of the Affected Fund Interest immediately prior to the occurrence of the Fund Event; or
- (ii) on giving notice to the Holders in accordance with Condition 23, redeem all (but not some only) of the Notes, each principal amount of Notes equal to the Calculation Amount being redeemed at its Early Redemption Amount.

If the Calculation Agent replaces an Affected Fund Interest with a Replacement Fund Interest, such replacement shall take effect on the first reasonably practicable date following the Removal Date for such Affected Fund Interest on which the Calculation Agent determines that a Hypothetical Investor could acquire the Replacement Fund Interest.

Upon the occurrence of a Fund Event, the Issuer shall give notice as soon as reasonably practicable to the Holders in accordance with Condition 23 giving details of the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action.

#### **Fund Potential Adjustment Events**

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

- (i) a subdivision, consolidation or reclassification of relevant Fund Interests or a free distribution or dividend of any such Fund Interests to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of relevant Fund Interests of (A) such Fund Interests or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the related Fund equally or proportionately with such payments to holders of such Fund Interests or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the related Fund as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;

- (iv) a repurchase by a Fund of relevant Fund Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise other than where such repurchase is a redemption of Fund Interests initiated by an investor in such Fund Interests and consistent with the relevant Fund Documents; or
- (v) any other event that may have, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of relevant Fund Interests.

**11.05** Following the declaration by a Fund of the terms of any Fund Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Fund Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the relevant Fund Interest and, if so, will make the corresponding adjustment, if any, to any one or more of any of the terms of the Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion, determines appropriate to account for that diluting, concentrative or other effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends or liquidity relative to the relevant Fund Interest) and determine the effective date of that adjustment.

Upon the making of any such adjustment by the Calculation Agent, the Issuer shall give notice as soon as reasonably practicable to the Holders in accordance with Condition 23, stating the adjustment to any of the terms of the Conditions, and/or the applicable Issue Terms and giving brief details of the Fund Potential Adjustment Event, provided that any failure to give, or non receipt of, such notice will not affect the validity of any such adjustment.

**11.06 Definitions (Funds other than Exchange Traded Funds)**

“**Affiliate**” means any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or any entity under common control with the Issuer. As used herein “**control**” means the ownership of a majority of the voting power of the entity and “**controlled by**” and “**controls**” shall be construed accordingly.

“**Averaging Date**” means, in respect of an Actual Exercise Date or Redemption Date, as the case may be, each date specified as an Averaging Date in the applicable Pricing Supplement.

“**Basket of Funds**” means a basket composed of the Funds specified in the applicable Issue Terms in the relative Weightings of Funds or numbers of Funds specified in the applicable Issue Terms.

“**Fund**” means, subject to adjustment in accordance with these Conditions, each fund specified in the applicable Issue Terms and related expressions shall be construed accordingly.

“**Fund Administrator**” means the fund administrator, manager, trustee or similar person with the primary administrative responsibilities for a Fund according to the relevant Fund Documents.

“**Fund Adviser**” means any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser).

**“Fund Documents”** means the constitutive and governing documents, subscription agreements and other agreements of a Fund specifying the terms and conditions relating to the related Fund Interest, as amended from time to time.

**“Fund Interest”** means, subject to adjustment in accordance with these Conditions, each fund interest specified in the applicable Issue Terms and related expressions shall be construed accordingly.

**“Fund Redemption Valuation Date”** means, in respect of a Fund Interest, the date as of which a Fund (or its Fund Service Provider that generally determines such value) would determine the net asset value of such Fund Interest for purposes of calculating the redemption proceeds to be paid to a Hypothetical Investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

**“Fund Service Provider”** means any person who is appointed to provide services, directly or indirectly, to a Fund, whether or not specified in the relevant Fund Documents, including without limitation any Fund Administrator, Fund Adviser, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent or domiciliary agent.

**“Fund Valuation Date”** means a date as of which a Fund (or its Fund Service Provider that generally determines such value) determines the value of the related Fund Interest.

**“Hedging Entity”** means (a) the Issuer or (b) any Affiliate or any entity (or entities) acting on behalf of the Issuer as specified in the applicable Issue Terms that is engaged in any underlying or hedging transactions related to the Fund Interest in respect of the Issuer’s obligations under the Notes.

**“Hypothetical Investor”** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in Fund Interests which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding Fund Interests 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 Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation).

**“Initial Price”** means the price specified as such in the applicable Issue Terms.

**“NAV Trigger”** means the percentage specified as such in the applicable Issue Terms.

**“Removal Date”** means, in respect of an Affected Fund Interest, the date on which the Calculation Agent determines that a Hypothetical Investor would receive the Removal Value in respect of a redemption or realisation of such Affected Fund Interest effected as soon as reasonably practicable following the occurrence of the relevant Fund Event.

**“Removal Value”** means, in respect of an Affected Fund Interest, the amount that the Calculation Agent determines a Hypothetical Investor would receive on the redemption or realisation of such Affected Fund Interest at the relevant time, provided that if any such redemption proceeds would comprise non-monetary assets the Removal Value shall include the amount (if any) that the Calculation Agent determines would be received by the Hypothetical Investor in respect of a realisation (in whatsoever manner the Calculation Agent determines appropriate) of such non-monetary assets as soon as reasonably practicable after their receipt.

**“Reporting Disruption Period”** means the period specified as such in the applicable Issue Terms.

**“Scheduled Fund Redemption Valuation Date”** means the date as of which a Fund (or its Fund Service Provider that generally determine such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the net asset value of the related Fund Interest for purposes of calculating the redemption proceeds to be paid to an investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

**“Scheduled Fund Valuation Date”** means, in respect of a Fund Interest, a date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the value of the related Fund Interest or, if the Fund only reports its aggregate net asset value, the date as of which such Fund is scheduled to determine its aggregate net asset value.

**“Valuation Date”** means each Valuation Date specified in the applicable Pricing Supplement.

**“Valuation Time”** means the time specified in the applicable Pricing Supplement.

**“Weighting”** means the weight to be applied to each of the Funds comprising the Basket of Funds, as specified in the applicable Issue Terms.

## **12. Provisions relating to Exchange Traded Funds**

### **12.01 Redemption of ETF Linked Notes**

Unless previously redeemed or purchased and cancelled, each principal amount of ETF Linked Redemption Notes equal to the Calculation Amount set out in the applicable Issue Terms will be redeemed by the Issuer on the Maturity Date (A) if Cash Settlement is specified in the applicable Issue Terms, by payment of the Final Redemption Amount specified in the applicable Final Terms (unless otherwise specified in Condition 31 in the case of a Non-Exempt Note) or, in the case of an Exempt Note, determined in the manner specified in, the applicable Pricing Supplement on the Maturity Date or (B) if Physical Delivery is specified in the applicable Issue Terms, by delivery of the Entitlement, in the case of a Non-Exempt Note, determined in the manner specified in Condition 31 or, in the case of an Exempt Note, specified in, or determined in accordance with the manner specified in, the applicable Pricing Supplement (subject as provided below) on the Maturity Date or (C) in the case of an Exempt Note, if Cash Settlement and/or Physical Delivery is specified in the applicable Pricing Supplement, by payment of the Final Redemption Amount and/or by delivery of the Entitlement on the terms set out in the applicable Pricing Supplement, in each case on the Maturity Date (subject as provided below).

### **12.02 “Market Disruption Event”** means, in respect of a Fund Share:

- (a) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time:
  - (i) of any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:

- (A) relating to the relevant Fund Share on such Exchange; or
  - (B) relating to securities that comprise 20 percent. or more of the level of the relevant Underlying Index or any relevant successor index; or
  - (C) in futures or options contracts relating to such Fund Shares or the relevant Underlying Index on any relevant Related Exchange, or
- (ii) of any event (other than an event described in (b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to (A) effect transactions in, or obtain market values for, the Fund Shares on the Exchange, (B) effect transactions in, or obtain market values for securities that comprise 20 percent. or more of the level of the relevant Underlying Index, or (C) to effect transactions in, or obtain market values for, futures or options contracts relating to such Fund Shares or the relevant Underlying Index on any relevant Related Exchange,

which in either case the Calculation Agent determines is material; or

- (b) the closure on any Exchange Business Day of any 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 on such Exchange Business Day and (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**12.03** For the purpose of determining whether a Market Disruption Event exists in respect of a Fund Share at any time, if an event giving rise to a Market Disruption Event occurs in respect of a security included in the relevant Underlying Index at that time, then the relevant percentage contribution of that security to the level of the relevant Underlying Index shall be based on a comparison of (i) the portion of the level of the relevant Underlying Index attributable to that security, and (ii) the overall level of the relevant Underlying Index immediately before the occurrence of such Market Disruption Event.

The Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 23 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Valuation Date provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Disrupted Day.

#### **Potential Adjustment Event**

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

- (i) a subdivision, consolidation or reclassification of relevant Fund Shares (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such Fund Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Fund Shares of (A) such Fund Shares or (B) other share capital or securities

granting the right to payment of dividends and/or the proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such Fund Shares or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;

- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by the ETF in respect of relevant Fund Shares that are not fully paid;
- (v) a repurchase by the ETF or any of its subsidiaries of relevant Fund Shares, whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of an ETF, an event that results in any shareholder rights being distributed or becoming separated from Fund Shares of common stock or other shares of the capital stock of the ETF pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Shares.

Following a 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 relevant Fund Shares and, if so, will (a) make the corresponding adjustment(s), if any, to any one or more of the terms of the Conditions and/or the applicable Issue Terms as the Calculation Agent determines appropriate to account for that diluting or concentrative effect and (b) determine the effective date(s) of that adjustment(s). The Calculation Agent may, but need not, determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant Fund Shares traded on such options exchange.

Upon the making of any such adjustment, the Calculation Agent shall as soon as is reasonably practicable under the circumstances give notice to the Holders in accordance with Condition 23 stating the adjustment made and giving brief details of the Potential Adjustment Event, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

**De-listing, Insolvency, Material Underlying Event, Merger Date, Merger Event, Nationalisation, Tender Offer**

**12.05** “De-listing” means, in respect of any relevant Fund Share, the Exchange announces that pursuant to the rules of such Exchange, such Fund Share ceases (or will cease) to be listed, traded or publicly quoted on such Exchange for any reason (other than a Merger Event or Tender Offer) 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 Global Market or Global Select Market (or their respective successors) or (ii) an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

If the relevant Fund Shares are immediately re-listed, re-traded or re-quoted on any exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange in respect of such Fund Shares.

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

**“Material Underlying Event”** means any of the following:

- (i) the investment objectives and/or policies in respect of the ETF are materially changed;
- (ii) an illegality occurs or a relevant authorisation or licence is revoked in respect of the ETF and/or the ETF is required by a competent authority (other than any holder of the Fund Shares) to redeem any Fund Shares;
- (iii) there is a change in any relevant jurisdiction in respect of any payments made by the ETF in respect of any Fund Share as a result of which the amounts paid or to be paid by the Hedging Entity in connection with hedging arrangements relating to the Notes are materially reduced or otherwise adversely affected; and/or
- (iv) any other event occurs in relation to the ETF and/or the Fund Shares which is materially prejudicial to the Issuer in connection with the issue of the Notes or to the Hedging Entity in connection with any hedging arrangements relating to the Notes,

as determined by the Calculation Agent.

**“Merger Date”** means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**“Merger Event”** means, in respect of any relevant Fund Shares, any (i) reclassification or change of such Fund Shares that results in a transfer of or an irrevocable commitment to transfer all of such Fund Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the ETF with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such ETF is the continuing entity and which does not result in any such reclassification or change of all such Fund Shares outstanding) or (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 Fund Shares of the relevant ETF that results in a transfer of or an irrevocable commitment to transfer all such Fund Shares (other than such Fund Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the ETF or its subsidiaries with or into another entity in which the ETF is the continuing entity and which does not result in a reclassification or change of all such Fund Shares outstanding but results in the outstanding Fund Shares (other than Fund Shares owned or controlled by such other entity) immediately

prior to such event collectively representing less than 50 per cent. of the outstanding Fund Shares immediately following such event (a “**Reverse Merger**”), in each case if the Merger Date is on or before the Valuation Date (or such other date as is specified in the applicable Issue Terms).

“**Nationalisation**” means that all the Fund Shares or all or substantially all the assets of an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

“**Tender Offer**” means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding shares, units or interests of the relevant ETF, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

“**Tender Offer Date**” means, in respect of a Tender Offer, the date on which shares, units or interests in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

**12.06** If a De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event occurs in relation to any Fund Share, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent, in its sole and absolute discretion, to determine the appropriate adjustment(s), if any, to be made to any one or more of the terms of the Conditions and/or the applicable Issue Terms to account for the De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event, as the case may be, and determine the effective date(s) of that adjustment(s). The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of the De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event made by any options exchange to options on the relevant Fund Share traded on that options exchange; or
- (ii) redeem all (but not some only) of the Notes by giving notice to Holders in accordance with Condition 23, each principal amount of such Notes equal to the Calculation Amount being redeemed at the Early Redemption Amount.

Upon the occurrence of a Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Material Underlying Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 23 stating the occurrence of the Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be.

#### **12.07 Correction of the Reference Price**

In the event that any price or level published by an Exchange which is utilised for any calculation or determination made under the Notes is subsequently corrected, the Calculation Agent will in its sole and absolute discretion adjust the terms of the Notes to account for such correction, provided that such correction is published and made available to the public by the relevant Exchange during a period following original publication equal in duration to the period in which a trade in the Fund Share would customarily settle according to the rules of such

Exchange, and further provided, that such publication of such correction is made sufficiently (in the sole and absolute discretion of the Calculation Agent) in advance of the Redemption Date, or the Interest Payment Date, as the case may be, to make such adjustment prior to such relevant date.

### **Additional Disruption Events**

**12.08** (a) “**Additional Disruption Event**” means any of Change in Law, Hedging Disruption, Insolvency Filing and/or Increased Cost of Hedging, in each case if specified in the applicable Issue Terms.

“**Change in Law**” means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant Fund Share or (B) the Issuer will incur a materially increased cost in performing its obligations in relation to the Fund Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or the Hedging Entity).

“**Hedging Disruption**” means that the Hedging Entity is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Fund Linked Notes, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“**Hedging Entity**” means (a) the Issuer or (b) any Affiliate or any entity (or entities) acting on behalf of the Issuer as specified in the applicable Issue Terms that is engaged in any underlying or hedging transactions related to the Fund Shares in respect of the Issuer’s obligations under the Notes.

“**Increased Cost of Hedging**” means that the Hedging Entity would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Fund Linked Notes, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or the Hedging Entity shall not be deemed an Increased Cost of Hedging.

“**Insolvency Filing**” means that the ETF institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the ETF shall not be deemed an Insolvency Filing.

- (b) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the Conditions and/or the applicable Issue Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
  - (ii) redeem all (but not some only) of the Notes by giving notice to the Holders in accordance with Condition 23, each principal amount of Notes equal to the Calculation Amount being redeemed at its Early Redemption Amount.
- (c) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 23, stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.

#### **12.09 Definitions (Exchange Traded Funds)**

“**Affiliate**” means any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer, or any entity under common control with the Issuer. As used herein “**control**” means the ownership of a majority of the shares, units or interests of the entity and “**controlled by**” and “**controls**” shall be construed accordingly.

“**Averaging Date**” means each date specified as an Averaging Date in the applicable Issue Terms provided that if such date is not a Scheduled Trading Day, the Averaging Date shall be the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If any Averaging Date is a Disrupted Day, then:

- (i) if ‘Omission’ is specified in the applicable Issue Terms, such Averaging Date will be deemed not to be a relevant Averaging Date for purposes of determining the relevant Reference Price. If through the operation of this provision no Averaging Date would occur with respect to the relevant Valuation Date then for the purposes of determining the Reference Price on the final Averaging Date, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day;
- (ii) if ‘Postponement’ is specified in the applicable Issue Terms then, for purposes of determining the Reference Price, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date for the Fund Linked Notes; or
- (iii) if ‘Modified Postponement’ is specified in the applicable Issue Terms, then:
  - (A) where the Notes relate to a single Fund Share, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day for the Fund Share shall be deemed to be the Averaging Date

(irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the Reference Price for that Averaging Date in accordance with sub paragraph (i)(B) of the definition of “Valuation Date” below; or

- (B) where the Notes relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is not applicable, the Averaging Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and the Averaging Date for each Fund Share affected by the occurrence of a Disrupted Day (each an “**Affected Fund Share**”) shall be the first succeeding Valid Date in relation to such Affected Fund Share. If the first succeeding Valid Date in relation to such Affected Fund Share has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day for such Fund Share shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of the Affected Fund Share and (ii) the Calculation Agent shall determine the Reference Price of the Affected Fund Share for that Averaging Date in accordance with sub paragraph (ii)(B) of the definition of “Valuation Date” below; or
- (C) where the Notes relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is applicable, the Averaging Date for each Fund Share shall be the first succeeding Common Valid Date. If the first succeeding Common Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date, that, but for occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the relevant Reference Price for each Fund Share for that Averaging Date in accordance with sub-paragraph (iii)(B)(x) or (y), as applicable of the definition of “Valuation Date” below; and
- (D) “**Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the relevant Valuation Date does not or is not deemed to occur, and “**Common Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day for any Fund Share comprised in the Basket of Fund Shares and on which another Averaging Date does not or is deemed not to occur.

“**Basket of Fund Shares**” means a basket composed of the Fund Shares specified in the applicable Issue Terms in the relative Weightings or numbers of Fund Shares specified in the applicable Issue Terms.

**“Closing Price”** means the official closing price of the Fund Share on the relevant Exchange.

**“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.

**“ETF”** means any Fund which is an exchange traded fund as specified in the applicable Issue Terms, or if not so specified, any Fund which the Calculation Agent determines to be an exchange traded fund.

**“Exchange”** means, in relation to a Fund Share, the exchange or principal trading market for such ETF specified in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Fund Shares in respect of such ETF has temporarily relocated.

**“Exchange Business Day”** means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**“Fund Share”** means a share of each ETF, and references to “holder of Fund Shares” and “Fund Shareholder” shall be construed accordingly.

**“Hedging Entity”** means (a) the Issuer or (b) any Affiliate or any entity (or entities) acting on behalf of the Issuer as specified in the applicable Issue Terms that is engaged in any underlying or hedging transactions related to a Fund Share in respect of the Issuer’s obligations under the Notes.

**“Initial Price”** means the price specified as such in the applicable Issue Terms.

**“Intraday Price”** means the price of a Fund Share observed by the Calculation Agent at any time during the regular trading session hours of the relevant Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

**“Observation Date(s)”** means each date specified as such in the applicable Issue Terms provided that, if such date is not a Scheduled Trading Day, the Observation Date shall be 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 relate to a single Fund Share, the Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day. In that case, (i) the eighth Scheduled Trading Day for such Fund Share shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent, shall, where practicable in the case of Exempt Notes, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable or in the case of Non-Exempt Notes, determine the Reference Price in accordance with its good faith estimate of the value of the Fund Share as of the Valuation Time on that eighth Scheduled Trading Day; or
- (ii) where the Notes relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is not applicable, the Observation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the

Observation Date for each Fund Share affected by the occurrence of a Disrupted Day (each an “**Affected Fund Share**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Fund Share unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to the Affected Fund Share. In that case, (i) the eighth Scheduled Trading Day for such Fund Share shall be deemed to be the Observation Date for the Affected Fund Share, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall where practicable in the case of Exempt Notes, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt Notes, determine the Reference Price in accordance with its good faith estimate of the value of the Affected Fund Share as of the Valuation Time on that eighth Scheduled Trading Day; or

- (iii) where the Notes relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is applicable, the Observation Date for each Fund Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day for any Fund Share, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to any Fund Share. In that case, (A) the eighth Scheduled Trading Day shall be deemed to be the Observation Date for each Fund Share (notwithstanding the fact that such day is a Disrupted Day in respect of one or more Fund Shares (each an “**Affected Fund Share**”)); and (B) the Calculation Agent shall determine the Reference Price using (x) in relation to each Fund Share other than an Affected Fund Share its price as provided in paragraph (ii) of the definition of Reference Price; and (y) in relation to each Affected Fund Share, its price as determined, in the case of Exempt Notes, in the manner set out in the applicable Pricing Supplement, or if not set out or if not practicable or in the case of Non-Exempt Notes, as its good faith estimate of the value of the Affected Fund Share as of the Valuation Time on that eighth Scheduled Trading Day.

“**Observation Period**” means the period specified as such in the applicable Issue Terms.

“**Reference Price**” means, in the case of an Exempt Note unless otherwise specified in the applicable Pricing Supplement, in respect of a Valuation Date, Observation Date or Averaging Date:

- (i) where the Notes relate to a single Fund Share, an amount equal to the Specified Price on the relevant date (or the price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) of the Fund Share quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent (or if, in the opinion of the Calculation Agent, no such Specified Price (or, as the case may be, price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) can be determined at such time, unless the relevant date is a Disrupted Day, the Calculation Agent’s good faith estimate of the value of the Fund Share at the Valuation Time on the relevant date) or as otherwise determined by the Calculation Agent subject to the provisions of this Condition 12. The amount determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applicable in the applicable Issue

Terms, into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price; and

- (ii) where the Notes relate to a Basket of Fund Shares, an amount equal to the sum of the values calculated for each Fund Share as the Specified Price (or the price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) of the Fund Share quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent (or if, in the opinion of the Calculation Agent, no such Specified Price (or price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) can be determined at such time, unless the relevant date is a Disrupted Day, the Calculation Agent's good faith estimate of the value of the Fund Share at the Valuation Time on the relevant date), or as otherwise determined by the Calculation Agent subject to the provisions of this Condition 12, multiplied by the relevant Weighting. Each amount determined pursuant to the foregoing shall be converted, if the Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price.

**“Related Exchange”** means, in relation to a Fund Share, each exchange or principal trading market specified as such for such Fund Share in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Fund Shares in respect of such Fund Share has temporarily relocated (provided the Calculation Agent has determined that there is comparable liquidity relative to such Fund Shares on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, that where “All Exchanges” is specified as the Related Exchange in the applicable Issue Terms, “Related Exchange” shall mean each exchange or principal trading market where trading has a material effect (as determined by the Calculation Agent) on the overall market for such Fund Shares.

**“Scheduled Averaging Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Averaging Date.

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

**“Scheduled Observation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

**“Scheduled Trading Day”** means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**“Specified Price”** means the Closing Price or the Intraday Price, as specified in the applicable Issue Terms.

**“Trade Date”** means the date specified as such in the applicable Issue Terms.

**“Underlying Index”** means the underlying index specified in the applicable Issue Terms.

**“Valuation Date”** means each date specified as such in the applicable Issue Terms or, if such date 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 relate to a single Fund Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the eighth Scheduled Trading Day for the Fund Share shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall, where practicable in the case of Exempt Notes, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable or in the case of Non-Exempt Notes, determine the Reference Price in accordance with its good faith estimate of the value of the Fund Share as of the Valuation Time on that eighth Scheduled Trading Day; or
- (ii) where the Notes relate to a Basket of Fund Shares and the applicable Issue Terms provide that "Common Disrupted Days" is not applicable, the Valuation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Fund Share affected by the occurrence of a Disrupted Day (each an "**Affected Fund Share**") shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Fund Share unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Fund Share. In that case, (A) the eighth Scheduled Trading Day for the Affected Fund Share shall be deemed to be the Valuation Date for the Affected Fund Share, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall where practicable in the case of Exempt Notes, determine the Reference Price using, in relation to the Affected Fund Share, a price determined, in the case of Exempt Notes, in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt Notes, determine the Reference Price in accordance with its good faith estimate of the value of the Affected Fund Share as of the Valuation Time on that eighth Scheduled Trading Day; or
- (iii) where the Notes relate to a Basket of Fund Shares and the applicable Issue Terms provide that "Common Disrupted Days" is applicable, the Valuation Date for each Fund Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day for any Fund Share, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to any Fund Share. In that case, (A) the eighth Scheduled Trading Day shall be deemed to be the Valuation Date for each Fund Share (notwithstanding the fact that such day is a Disrupted Day in respect of one or more Fund Shares (each an "**Affected Fund Share**")); and (B) the Calculation Agent shall determine the Reference Price using (x) in relation to each Fund Share other than an Affected Fund Share, its price as provided in paragraph (ii) of the definition of Reference Price; and (y) in relation to each Affected Fund Share, its price as determined, in the case of Exempt Notes, in the manner set out in the applicable Pricing Supplement, or if not set out or if not practicable or in the case of Non-Exempt Notes, as its good faith estimate of the value of the Affected Fund Share as of the Valuation Time on that eighth Scheduled Trading Day.

**“Valuation Time”** means:

- (i) the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to each Fund Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; or
- (ii) where the Specified Price is the Intraday Price, each relevant time at which the Reference Price is determined.

**“Weighting”** means the weight to be applied to each of the Fund Shares comprising the Basket of Fund Shares, as specified in the applicable Issue Terms.

### **13. Commodity Linked Notes**

If the Notes are specified as Commodity Linked Interest Notes and/or Commodity Linked Redemption Notes in the applicable Issue Terms, then the provisions of this Condition 13 shall apply.

#### **13.01 *Redemption of Commodity Linked Redemption Notes***

Unless previously redeemed or purchased and cancelled, each principal amount of Commodity Linked Redemption Notes equal to the Calculation Amount set out in the applicable Issue Terms will be redeemed by the Issuer on the Maturity Date at the Final Redemption Amount specified in the applicable Final Terms (unless otherwise specified in Condition 31 in the case of a Non-Exempt Note) or, in the case of an Exempt Note, determined in the manner specified in, the applicable Pricing Supplement.

#### **13.02 *Market Disruption Event and Disruption Fallback***

If, in the opinion of the Calculation Agent, a Market Disruption Event (as defined below) has occurred and is continuing on the Pricing Date (or, if different, the day on which the price for the Pricing Date would, in the ordinary course, be published by the Price Source), the Relevant Price (or method for determining the Relevant Price) for the Pricing Date will be determined by the Calculation Agent in accordance with the first applicable Disruption Fallback (as set out below) that provides a Relevant Price:

- (a) Market Disruption Event

**“Market Disruption Event”** means the occurrence of any of the following events:

- (i) with respect to all Commodities:
  - (A) Price Source Disruption;
  - (B) Commodity Trading Disruption;
  - (C) Disappearance of Commodity Reference Price; and
  - (D) in the case of an Exempt Note, any additional Market Disruption Events specified in the applicable Pricing Supplement; and

- (ii) with respect to all Commodities other than gold, silver, platinum or palladium:
  - (A) Material Change in Formula;
  - (B) Material Change in Content; and
  - (C) in the case of an Exempt Note, any additional Market Disruption Events specified in the applicable Pricing Supplement; and

- (iii) with respect to a Commodity Index:
  - (A) a temporary or permanent failure by the applicable exchange or other price source to announce or publish (x) the Commodity Reference Price (provided that the Calculation Agent may, in its sole and absolute discretion, determine that such failure shall not be a Market Disruption Event and (i) shall fall within paragraph (i) of the proviso to the definition of Price Source in Condition 13.07, or (ii) shall be an Index Adjustment Event in respect of such Commodity Index) or (y) the closing price for any futures contract included in the Commodity Index;
  - (B) a material limitation, suspension or disruption of trading in one or more of the futures contracts included in the Commodity Index which results in a failure by the exchange on which each applicable futures contract is traded to report a closing price for such contract on the day on which such event occurs or any succeeding day on which it continues; or
  - (C) the closing price for any futures contract included in the Commodity Index is a “limit price”, which means that the closing price for such contract for a day has increased or decreased from the previous day’s closing price by the maximum amount permitted under applicable exchange rules.

(iv) Disruption Fallback

“**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 in respect of the Notes. A Disruption Fallback is applicable if it is specified in the applicable Issue Terms or, if no Disruption Fallback is specified in the applicable Issue Terms, shall mean:

- (A) with respect to a relevant Commodity (in the following order):
  - I. Fallback Reference Price (if applicable);
  - II. Delayed Publication or Announcement and Postponement (each to operate concurrently with the other and each subject to a period of two consecutive Commodity Business Days (measured from and including the original day that would otherwise have been the Pricing Date)) provided, however, that the price determined by Postponement shall be the

Relevant Price only if Delayed Publication or Announcement does not yield a Relevant Price within those two consecutive Commodity Business Days; and

III. Calculation Agent Determination;

(B) with respect to a Commodity Index the Calculation Agent shall determine the Relevant Price:

(a) using:

(i) with respect to each futures contract included in the Commodity Index which is not affected by the Market Disruption Event, the closing prices of each such contract on the applicable determination date; and

(ii) with respect to each futures contract included in the Commodity Index which is affected by the Market Disruption Event, the closing prices of each such contract on the first day following the applicable determination date on which no Market Disruption Event is occurring with respect to such contract; or

(b) in the case of an Exempt Note, as specified in the applicable Pricing Supplement.

Subject as provided below, the Calculation Agent shall determine the Relevant Price by reference to the closing prices determined in (a)(i) and (a)(ii) above or as provided in (b) above using the then current method for calculating the Commodity Reference Price.

Where a Market Disruption Event with respect to one or more futures contracts included in the Commodity Index has occurred on an applicable determination date and continues to exist as of the relevant Commodity Index Cut-Off Date for such applicable determination date, the Calculation Agent shall determine the Relevant Price on such Commodity Index Cut-Off Date. In calculating the Relevant Price as set out herein, the Calculation Agent shall use the formula for calculating the Commodity Reference Price last in effect prior to the Market Disruption Event.

**13.03 Adjustments to a Commodity Index**

(a) Successor Index Sponsor Calculates and Reports a Commodity Index

If a relevant Commodity Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the “**Successor Index Sponsor**”) acceptable to the Issuer, 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 Commodity Index, then in each case that index (the “**Successor Index**”) will be deemed to be the Commodity Index.

(b) Modification and Cessation of Calculation of a Commodity Index

If on or prior to a Pricing Date (i) the relevant Index Sponsor makes 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 that Commodity Index in the event of changes in constituent commodities and weightings and other routine events), or (ii) the Index Sponsor permanently cancels a relevant Commodity Index or (iii) the Index Sponsor fails to calculate and announce a relevant Commodity Index and there is no Successor Index Sponsor or Successor Index then the Calculation Agent may at its option (in the case of (i)) and shall (in the case of (ii) and (iii)) (such events (i) (ii) and (iii) to be collectively referred to as “**Index Adjustment Events**”) (provided that the Calculation Agent may, in its sole and absolute discretion, determine that event (iii) shall not be an Index Adjustment Event but (y) shall fall within paragraph (i) of the proviso to the definition of Price Source specified in Condition 13.07, or (z) shall be a Market Disruption Event in respect of such Commodity Index) calculate the Relevant Price using in lieu of the published level for that Commodity Index, the level for that Commodity Index as at the relevant determination date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Commodity Index last in effect prior to the relevant Index Adjustment Event, but using only those futures contracts that comprised that Commodity Index immediately prior to the relevant Index Adjustment Event (other than those futures contracts that have ceased to be listed on any relevant exchange).

**13.04 Correction to Published Prices**

For purposes of determining or calculating the Relevant Price, if the price published or announced on a given day and used or to be used by the Calculation Agent to determine a Relevant Price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within 30 calendar days after the original publication or announcement (or, if earlier, the day falling two Commodity Business Days preceding the date on which payment of any amount or delivery of any amount of assets to be calculated by reference to such Relevant Price), the Calculation Agent may, in its sole discretion, use such corrected price in such calculation.

**13.05 Common Pricing**

If with respect to Commodity Linked Notes relating to a Basket of Commodities, “Common Pricing” is specified in the applicable Issue Terms as:

- (i) “Applicable” then, no date will be a Pricing Date unless such date is a day on which all referenced Commodity Reference Prices (for which such date would otherwise be a Pricing Date) are scheduled to be published or announced, as determined on the Trade Date of the Securities; or
- (ii) “Not Applicable” then, if the Calculation Agent determines that a Market Disruption Event has occurred or exists on the Pricing Date in respect of any relevant Commodity and/or Commodity Index (each an “**Affected Commodity**”), the Relevant Price of each Commodity and/or Commodity Index within the basket which is not affected by the occurrence of a Market Disruption Event shall be determined on its scheduled Pricing Date and the Relevant Price for each Affected Commodity shall be determined in accordance with the first applicable Disruption Fallback that provides a Relevant Price.

All determinations made by the Calculation Agent pursuant to this condition will be conclusive and binding on the Holders and the Issuer, except in the case of manifest error.

### **13.06 Commodity Reference Prices**

Subject to this Condition 13, for purposes of determining the Relevant Price for a Commodity or Commodity Index:

#### **Agricultural products:**

**(a) Cocoa**

“**COCOA-NYBOT**” means that the price for a Pricing Date will be that day's Specified Price per metric ton of deliverable grade cocoa beans on NYBOT of the First Nearby Month Cocoa Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Cocoa Futures Contract stated in U.S. Dollars, as made public by NYBOT and displayed on the Price Source on that Pricing Date.

**(b) Coffee**

“**COFFEE ARABICA-NYBOT**” means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade washed arabica coffee on NYBOT of the First Nearby Month Coffee Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Coffee Futures Contract, stated in U.S. cents, as made public by NYBOT and displayed on the Price Source on that Pricing Date.

**(c) Corn**

“**CORN NO. 2 YELLOW-CBOT**” means that the price for a Pricing Date will be that day's Specified Price per bushel of deliverable grade corn on CBOT of the First Nearby Month Corn Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Corn Futures Contract, stated in U.S. cents, as made public by CBOT and displayed on the Price Source on that Pricing Date.

**(d) Cotton**

“**COTTON NO. 2-NYBOT**” means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade cotton No. 2 on NYBOT of the First Nearby Month Cotton Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Cotton Futures Contract, stated in U.S. cents, as made public by NYBOT and displayed on the Price Source on that Pricing Date.

**(e) Livestock**

(i) “**LEAN HOGS-CME**” means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade lean value hog carcasses on CME of the First Nearby Month Lean Hogs Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Lean Hogs

Futures Contract, stated in U.S. cents, as made public by CME and displayed on the Price Source on that Pricing Date.

- (ii) **“LIVE CATTLE-CME”** means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade live steers on CME of the First Nearby Month Live Cattle Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Live Cattle Futures Contract, stated in U.S. cents, as made public by CME and displayed on the Price Source on that Pricing Date.

**(f) Soybeans**

**“SOYBEANS-CBOT”** means that the price for a Pricing Date will be that day's Specified Price per bushel of deliverable grade soybeans on CBOT of the First Nearby Month Soybeans Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Soybeans Futures Contract, stated in U.S. cents, as made public by CBOT and displayed on the Price Source on that Pricing Date.

**(g) Sugar**

**“SUGAR # 11 (WORLD)-NYBOT”** means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade cane sugar on NYBOT of the First Nearby Month Sugar Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Sugar Futures Contract, stated in U.S. cents, as made public by NYBOT and displayed on the Price Source on that Pricing Date.

**(h) Wheat**

**“WHEAT-CBOT”** means that the price for a Pricing Date will be that day's Specified Price per bushel of deliverable grade wheat on CBOT of the First Nearby Month Wheat Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Wheat Futures Contract, stated in U.S. cents, as made public by CBOT and displayed on the Price Source on that Pricing Date.

**Oil and Energy**

**(a) Natural Gas (Henry Hub)**

**“NATURAL GAS-HENRY HUB-NYMEX”** means that the price for a Pricing Date will be that day's Specified Price per MMBTU of deliverable grade natural gas on NYMEX of the First Nearby Month Henry Hub Natural Gas Futures Contract, stated in U.S. Dollars, as made public by NYMEX and displayed on the Price Source on that Pricing Date.

**(b) Oil (WTI)**

**“OIL-WTI-NYMEX”** means that the price for a Pricing Date will be that day's Specified Price per barrel of deliverable grade West Texas Intermediate light sweet crude oil on

NYMEX of the First Nearby Month WTI Futures Contract, stated in U.S. Dollars, as made public by NYMEX and displayed on the Price Source on that Pricing Date.

(c) **Oil (Brent)**

**"OIL-BRENT-IPE"** means that the price for a Pricing Date will be that day's Specified Price per metric barrel of deliverable grade Brent blend crude oil on ICE of the First Nearby Month Brent Futures Contract stated in U.S. Dollars as made public by ICE and displayed on the relevant Price Source on that Pricing Date.

(d) **Gasoline**

**"GASOLINE-RBOB-NYMEX"** means that the price for a Pricing Date will be that day's Specified Price per gallon of deliverable grade New York Harbor unleaded gasoline on the NYMEX of the First Nearby month Gasoline Futures Contract stated in U.S. Dollars as made public by the NYMEX and displayed on the relevant Price Source on that Pricing Date.

**Precious Metals:**

(a) **Gold**

**"GOLD-P.M. FIX"** means that the price for a Pricing Date will be that day's afternoon Gold fixing price per troy ounce of Gold for delivery in London through a member of LBMA authorized to effect such delivery, stated in U.S. Dollars, as calculated by the London Gold Market and displayed on the relevant Price Source on that Pricing Date.

(b) **Platinum**

**"PLATINUM-P.M. FIX"** means that the price for a Pricing Date will be that day's afternoon Platinum fixing price per troy ounce gross of Platinum for delivery in Zurich through a member of LPPM authorized to effect such delivery, stated in U.S. Dollars, as calculated by LPPM and displayed on the relevant Price Source on that Pricing Date.

(c) **Silver**

**"SILVER-FIX"** means that the price for a Pricing Date will be that day's Silver fixing price per troy ounce of Silver for delivery in London through a member of LBMA authorized to effect such delivery, stated in U.S. cents, as calculated by the London Silver Market and displayed on the relevant Price Source on that Pricing Date.

(d) **Palladium**

**"PALLADIUM-P.M. FIX"** means that the price for a Pricing Date will be that day's afternoon Palladium fixing price per troy ounce gross of Palladium for delivery in Zurich through a member of the LPPM authorised to effect such delivery, stated in U.S. Dollars, as calculated by LPPM and displayed on the relevant Price Source on that Pricing Date.

**Base Metals**

(a) **Aluminium**

“**ALUMINIUM-LME CASH**” means that the price for a Pricing Date will be that day's Specified Price per tonne of High Grade Primary Aluminium on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**(b) Copper**

“**COPPER-LME CASH**” means that the price for a Pricing Date will be that day's Specified Price per tonne of Copper Grade A on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**(c) Lead**

“**LEAD-LME CASH**” means that the price for a Pricing Date will be that day's Specified Price per tonne of Standard Lead on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**(d) Nickel**

“**NICKEL-LME CASH**” means that the price for a Pricing Date will be that day's Specified Price per tonne of Primary Nickel on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**(e) Zinc**

“**ZINC-LME CASH**” means that the price for a Pricing Date will be that day's Specified Price per tonne of Special High Grade Zinc on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**13.07 Definitions**

“**Basket of Commodities**” means a basket comprising Commodities in their relative proportions or numbers of Commodities, as specified in the applicable Issue Terms.

“**Bloomberg Screen**” means, when used in connection with any designated page and Commodity Reference Price, the display page so designated on the Bloomberg service (or such other page as may replace that page on that service for the purpose of displaying rates or prices comparable to that Commodity Reference Price).

“**Calculation Agent Determination**” means that the Calculation Agent will determine the Relevant Price (or method for determining the Relevant Price), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information that in good faith it deems relevant.

“**CBOT**” means the Chicago Board of Trade or its successor.

“**CME**” means the Chicago Mercantile Exchange or its successor.

“**COMEX**” means the COMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

**“Commodity”** and **“Commodities”** means subject to adjustment in accordance with these Conditions, in the case of an issue of Commodity Linked Notes relating to a Basket of Commodities, each commodity and, in the case of an issue of Commodity Linked Notes relating to a single commodity, the commodity, in each case specified in the applicable Issue Terms and related expressions shall be construed accordingly.

**“Commodity Business Day”** means, in respect of each Commodity, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which the relevant Exchange is open for trading during its regular trading session, notwithstanding any such relevant Exchange closing prior to its scheduled closing time.

**“Commodity Index”** means, subject to adjustment in accordance with these Conditions, an index comprising various commodities or commodity prices, as specified in the applicable Issue Terms.

**“Commodity Index Cut-Off Date”** means, in respect of a Pricing Date (or, if different, the day on which the price for that Pricing Date would, in the ordinary course, be published by the Price Source) the date specified in the applicable Issue Terms, or if not so specified, the day falling two Business Days immediately preceding the date of payment of the amount calculated in respect of such Pricing Date (or other date as aforesaid), provided that the Commodity Index Cut-Off Date shall not fall earlier than the original date on which such Pricing Date is scheduled to fall (unless otherwise provided in the applicable Issue Terms).

**“Commodity Reference Price”** means (i) in respect of all Commodities, the Commodity Reference Price specified in the applicable Issue Terms and (ii) in respect of a Commodity Index, the Commodity Reference Price specified in the applicable Issue Terms or, if not so specified, the official closing price or level of such Commodity Index.

**“Commodity Trading Disruption”** means the material suspension of, or the material limitation imposed on, trading in the Futures Contract or the Commodity on the Exchange or in any additional futures contract, options contract or commodity on any Exchange.

**“Delayed Publication or Announcement”** means that the Relevant Price for a Pricing Date will be determined based on the Specified Price in respect of the original day scheduled as such Pricing Date that is published or announced by the relevant Price Source retrospectively on the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date) or the Relevant Price continues to be unavailable for two consecutive Commodity Business Days. In that case, the next Disruption Fallback (as defined below) specified in the applicable Issue Terms will apply.

**“Delivery Date”** means the date specified in the applicable Issue Terms.

**“Disappearance of Commodity Reference Price”** means:

- (i) the permanent discontinuation of trading, in the relevant Futures Contract on the relevant Exchange;
- (ii) the disappearance of, or of trading in, the Commodity; or

- (iii) 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 or the Commodity.

**“Exchange”** means, in relation to a Commodity, the exchange or principal trading market specified as such for such Commodity in the applicable Issue Terms or Commodity Reference Price.

**“Fallback Reference Price”** means that the Calculation Agent will determine the Relevant Price based on the price for that Pricing Date of the first alternate Commodity Reference Price, if any, specified in the applicable Issue Terms and not subject to a Market Disruption Event.

**“First Notice Date”** means, in respect of a Futures Contract, the first date after which a party to the contract may be required to deliver or take possession of, as applicable, the specified amount of the underlying commodity in respect of such Futures Contract as determined by the relevant Exchange.

**“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.

**“Gold”** means gold bars or unallocated gold complying with the rules of LBMA relating to good delivery and fineness from time to time in effect.

**“ICE”** means the Intercontinental Exchange or its successor.

**“Index Sponsor”** means, in relation to a Commodity 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 Commodity Index and (b) announces (directly or through an agent) the price or level of such Index on a regular basis, which as of the Issue Date is the index sponsor specified for such Commodity Index in the applicable Issue Terms.

**“LBMA”** means The London Bullion Market Association or its successor.

**“LME”** means The London Metal Exchange Limited or its successor.

**“London Gold Market”** means the market in London on which members of LBMA, amongst other things, quote prices for the buying and selling of Gold.

**“London Silver Market”** means the market in London on which members of LBMA, amongst other things, quote prices for the buying and selling of Silver.

**“LPPM”** means The London Platinum and Palladium Market in London on which members quote prices for the buying and selling of Platinum and Palladium.

**“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 relevant Futures Contract.

**“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.

**“MMBTU”**, **“MMBtu”** and **“mmbtu”** each means one million British thermal units.

**“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 the numerical adjective, so that, for example, (i) **“First Nearby Month”** means the month of expiration of the first Futures Contract to expire following that Pricing Date and (ii) **“Second Nearby Month”** means the month of expiration of the second Futures Contract to expire following that Pricing Date etc.

**“NYBOT”** means the New York Board of Trade or its successor.

**“NYMEX”** means NYMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

**“Palladium”** means palladium ingots or plate or unallocated palladium complying with the rules of LPPM relating to good delivery and fineness from time to time in effect.

**“Platinum”** means platinum ingots or plate or unallocated platinum complying with the rules of LPPM relating to good delivery and fineness from time to time in effect.

**“Postponement”** means that the Pricing Date will be deemed, for purposes of the application of the definition of Disruption Fallback, to be the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist for two consecutive Commodity Business Days (measured from and including the original day that would otherwise have been the Pricing Date). In that case, the next Disruption Fallback specified in the definition of Disruption Fallback above will apply.

**“Price Source”** means the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the specified Commodity Reference Price or otherwise in the applicable Issue Terms (provided that in respect of a Commodity Index, if the relevant Commodity Reference Price is not published on such Price Source, the Calculation Agent may, in its sole and absolute discretion, (i) use a successor page or publication or alternative source as it considers appropriate, (ii) determine that such non-publication is a Market Disruption Event in respect of such Commodity Index, or (iii) determine that such non-publication is an Index Adjustment Event in respect of the Commodity Index).

**“Price Source Disruption”** means:

- (i) 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, if there is no Specified Price for a Commodity Reference Price, such Commodity Reference Price); or
- (ii) the temporary or permanent discontinuance or unavailability of the Price Source.

For these purposes:

- (a) a suspension of the trading in the Futures Contract or the Commodity on any Commodity Business Day shall be deemed to be material only if:
  - (i) all trading in the Futures Contract or the Commodity is suspended for the entire Pricing Date; or
  - (ii) all trading in the Futures Contract or the Commodity 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 or such Commodity on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
- (b) a limitation of trading in the Futures Contract or the Commodity 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 Futures Contract or the Commodity may fluctuate and the closing price, settlement price or afternoon fixing price of the Futures Contract or the Commodity on such day is at the upper or lower limit of that range.

**“Pricing Date”** has the meaning given it in the applicable Issue Terms.

**“Relevant Price”** means for any Pricing Date, the price, expressed as a price per unit of the Commodity or the price or level of the Commodity Index, determined with respect to that day and, where Intraday Price is specified as applicable in the applicable Issue Terms, at any time thereon for the specified Commodity Reference Price calculated as provided in these Conditions and, in the case of an Exempt Note, the applicable Pricing Supplement.

**“Reuters”** means Reuters or its successor.

**“Reuters Screen”** means, when used in connection with any designated page and Commodity Reference Price, the display page so designated on Reuters (or such other page as may replace that page on that service for the purpose of displaying rates or prices comparable to that Commodity Reference Price).

**“Silver”** means silver bars or unallocated silver complying with the rules of LBMA relating to good delivery and fineness from time to time in effect.

**“Specified Price”** means, in respect of a 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 Issue 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; or (O) any other price specified in the applicable Issue Terms.

## 14. Currency Linked Notes

If the Notes are specified as Currency Linked Interest Notes and/or Currency Linked Redemption Notes in the applicable Issue Terms, then the provisions of this Condition 14 shall apply.

### 14.01 *Redemption of Currency Linked Redemption Notes*

Unless previously redeemed or purchased and cancelled, each principal amount of the Currency Linked Redemption Notes equal to the Calculation Amount set out in the applicable Issue Terms will be redeemed by the Issuer on the Maturity Date at the Final Redemption Amount specified in the applicable Final Terms (unless otherwise specified in Condition 31 in the case of a Non-Exempt Note) or, in the case of an Exempt Note, determined in the manner specified in, the applicable Pricing Supplement.

### 14.02 *Definitions applicable to Currency Linked Notes*

**“Averaging Date”** means each date specified as an Averaging Date in the applicable Issue Terms.

**“Currency Price”** means, in the case of an Exempt Note, the Currency Price specified in the applicable Pricing Supplement, or if not so specified in the applicable Pricing Supplement or in the case of a Non-Exempt Note:

- (i) in the case of Currency Linked Notes relating to a Basket of Subject Currencies, an amount equal to the sum of the values calculated for each Subject Currency as the spot rate of exchange appearing on the FX Price Source at the Valuation Time on (A) if Averaging is not specified in the applicable Issue Terms, the Valuation Date or (B) if Averaging is specified in the applicable Issue Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Base Currency for which one unit of the Subject Currency can be exchanged), multiplied by the relevant Weighting; and
- (ii) in the case of Currency Linked Notes relating to a single Subject Currency, an amount equal to the spot rate of exchange appearing on the FX Price Source at the Valuation Time on (A) if Averaging is not specified in the applicable Issue Terms, the Valuation Date or (B) if Averaging is specified in the applicable Issue Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of the Base Currency for which one unit of the Subject Currency can be exchanged).

**“FX Business Day”** means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits), or but for the occurrence of a FX Market Disruption Event would have settled payments and been open for general business in each of the Specified Financial Centres specified in the applicable Issue Terms.

**“FX Disrupted Day”** means any FX Business Day on which a FX Market Disruption Event occurs.

**“FX Market Disruption Event”** means the occurrence or existence, as determined by the Calculation Agent in its sole and absolute discretion, of any FX Price Source Disruption, any FX Trading Suspension or Limitation and/or any Inconvertibility Event, in each case if specified in the applicable Issue Terms, and/or, in the case of an Exempt Note, any other event specified as applicable in the applicable Pricing Supplement.

**“FX Price Source(s)”** means, in respect of a Subject Currency, the price source(s) specified in the applicable Issue Terms for such Subject Currency or if the relevant rate is not published or announced by such FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

**“FX Price Source Disruption”** means it becomes impossible or otherwise impracticable to obtain and/or execute the relevant rate(s) required to calculate the Currency Price on the Averaging Date or Valuation Date or, if different, the day on which rates for that Averaging Date or Valuation Date, as the case may be, would in the ordinary course be published or announced by the relevant FX Price Source.

**“FX Trading Suspension or Limitation”** means the suspension of and/or limitation of trading in the currencies required to calculate the relevant Currency Price in the Interbank Market provided that such suspension or limitation of trading is material in the opinion of the Calculation Agent.

**“Inconvertibility Event”** means the occurrence, as determined by the Calculation Agent in its sole and absolute discretion, of any action, event or circumstance whatsoever which, from a legal or practical perspective:

- (i) has the direct or indirect effect of hindering, limiting or restricting (i) the convertibility of the relevant Subject Currency into the Base Currency, or (ii) the transfer of the Subject Currency or the Base Currency to countries other than the countries for which the Subject Currency or the Base Currency, as the case may be, is the lawful currency (including without limitation, by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on the repatriation of the Base Currency into the Subject Currency); and
- (ii) results in the unavailability of any relevant Base Currency or Subject Currency in the interbank foreign exchange market in any Specified Financial Centre(s) in accordance with normal commercial practice.

**“Interbank Market”** means the over-the-counter foreign exchange spot market open continuously from and including 5.00 a.m. Sydney time on a Monday in any week to and including 5.00 p.m. New York time on the Friday of such week.

**“Observation Period”** means the period specified as such in the applicable Issue Terms.

**“Specified Financial Centre(s)”** means the financial centre(s) specified in the applicable Issue Terms.

**“Scheduled Valuation Date”** means any original date, that but for the occurrence of an event causing an FX Disrupted Day, would have been a Valuation Date.

**“Valuation Cut-Off Date”** means the Valuation Cut-Off Date specified in the applicable Issue Terms.

**“Valuation Date”** means each date specified as such in the applicable Issue Terms or, if that is not FX Business Day, the first FX Business Day thereafter unless, in the opinion of the Calculation Agent such day is an FX Disrupted Day. If such day is an FX Disrupted Day, then:

- (i) where the Currency Linked Notes relate to a single Subject Currency, the Valuation Date shall be the first succeeding FX Business Day that is not an FX Disrupted Day, unless each of the FX Business Days up to and including the Valuation Cut-Off Date is an FX Disrupted Day. In that case, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day is an FX Disrupted Day) and (ii) the Calculation Agent shall, in the case of Exempt Notes, determine the relevant price in the manner set out in the applicable Pricing Supplement or, if not set out or if not practicable or in the case of Non-Exempt Notes, determine the relevant price in accordance with its good faith estimate of the relevant price as of the Valuation Time on the Valuation Cut-Off Date; or
- (ii) where the Currency Linked Notes relate to a Basket of Subject Currencies, the Valuation Date for each Subject Currency not affected by the occurrence of an FX Disrupted Day shall be the Scheduled Valuation Date and the Valuation Date for each Subject Currency affected (each an **“Affected Subject Currency”**) by the occurrence of an FX Disrupted Day shall be the first succeeding FX Business Day that is not an FX Disrupted Day relating to the Affected Subject Currency, unless each of the FX Business Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is an FX Disrupted Day relating to the Affected Subject Currency. In that case, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for the Affected Subject Currency (notwithstanding the fact that such day is an FX Disrupted Day) and (ii) the Calculation Agent shall, in the case of Exempt Notes, determine the relevant price using, in relation to the Affected Subject Currency, a price determined in the manner set out in the applicable Pricing Supplement or, if not set out or if not practicable or in the case of Non-Exempt Notes, using its good faith estimate of the price for the Affected Subject Currency as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions.

**“Valuation Time”** means:

- (i) the Valuation Time specified in the applicable Issue Terms; or
- (ii) where Intraday Price is specified as applicable in the applicable Issue Terms, each relevant time at which the Currency Price is determined.

**“Weighting”** means the weight of each of the Subject Currencies comprising the Basket of Subject Currencies as specified in the applicable Issue Terms.

## **15. Preference Share Linked Notes**

If the Notes are specified as Preference Share Linked Notes in the applicable Issue Terms, then the provisions of this Condition 15 shall apply.

### **15.01 *Redemption of Preference Share Linked Notes***

Unless previously redeemed or purchased and cancelled, each Preference Share Linked Note will be redeemed by the Issuer on the Maturity Date by payment of the Final Redemption Amount, in the case of a Non-Exempt Note, determined in the manner specified in Condition 31 and Condition 32 or, in the case of an Exempt Note, specified in, or determined in the manner specified in, the applicable Pricing Supplement on the Maturity Date.

### **15.02 *Early Redemption for Taxation Reasons***

If the Preference Share Linked Notes are redeemed pursuant to Condition 5.02, each Preference Share Linked Note shall be redeemed by payment of the Early Redemption Amount.

### **15.03 *Call Option***

If Call Option is specified in the applicable Issue Terms as being applicable, the provisions of Condition 5.03 shall apply to the Preference Share Linked Notes as if the words “redeem all or some only” in the fourth and fifth lines were replaced with the words “redeem all (but not some only)”.

### **15.04 *Early Redemption of Preference Share Linked Notes***

Upon the occurrence of a Preference Share Early Redemption Event, the Issuer may give notice to the Holders in accordance with Condition 23 and will redeem all (but not some only) of the Preference Share Linked Notes on the tenth Business Day immediately preceding the date on which the Preference Shares are to be redeemed (as specified in the Early Redemption Notice), each Preference Share Linked Note to be redeemed by payment of the Early Redemption Amount.

### **15.05 *Extraordinary Events***

If in the determination of the Calculation Agent an Extraordinary Event occurs, the Issuer may (but is not obliged to) redeem all (but not some only) of the Preference Share Linked Notes (giving notice to the Holders in accordance with Condition 23), each Preference Share Linked Note being redeemed at the Early Redemption Amount on the tenth Business Day immediately following the date on which such determination is made by the Calculation Agent.

### **15.06 *Additional Disruption Events***

If the Calculation Agent determines, in its sole and absolute discretion that an Additional Disruption Event occurs, the Issuer may (but is not obliged to) redeem all (but not some only) of the Preference Share Linked Notes (giving notice to Holders in accordance with Condition 23), such Preference Share Linked Note being redeemed at the Early Redemption Amount on the tenth Business Day immediately following the date on which such determination is made by the Calculation Agent.

### **15.07 *Cancellation of Redeemed and Purchased Preference Share Linked Notes***

The provisions of Condition 5.13 shall apply to the Preference Share Linked Notes as if the words “by the Issuer” were inserted between the words “purchased” and “in accordance” in the third line thereof.

#### **15.08 Definitions applicable to Preference Share Linked Notes**

**“Additional Disruption Event”** means any of Change in Law, Hedging Disruption and/or Insolvency Filing, in each case if specified in the applicable Issue Terms.

**“Change in Law”** means that, on or after the Trade Date (as specified in the applicable Issue Terms) (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any Preference Share or (B) it will incur a materially increased cost in performing its obligations in relation to the Preference Share Linked Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any Hedging Entity).

**“Early Redemption Notice”** means a notice from the Preference Share Issuer that the Preference Shares are to be redeemed early.

**“Early Redemption Valuation Date”** means the third Business Day immediately preceding the date for early redemption of the Preference Share Linked Notes.

**“Extraordinary Event”** means a Merger Event, a Nationalisation, a Tender Offer and/or an Insolvency or, in the case of an Exempt Note, such other event specified as such in the applicable Pricing Supplement.

**“Final Valuation Date”** means the date specified as such in the applicable Issue Terms or, if any date(s) 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 Final Valuation Date shall be such delayed valuation or determination date(s), all as determined by the Calculation Agent.

**“Hedging Disruption”** means that the Hedging Entity is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Preference Share Linked Notes, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

**“Hedging Entity”** means (a) the Issuer or (b) any Affiliate or any entity (or entities) acting on behalf of the Issuer as specified in the applicable Issue Terms that is engaged in any underlying or hedging transactions related to the Preference Shares in respect of the Issuer’s obligations under the Notes.

**“Initial Valuation Date”** means the Issue Date 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.

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

**“Insolvency Filing”** means that the Preference Share Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to 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 Preference Share Issuer shall not be deemed an Insolvency Filing.

**“Merger Date”** means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**“Merger Event”** means any (A) reclassification or change of the Preference Shares that results in a transfer of or an irrevocable commitment to transfer all of such Preference Shares outstanding to another entity or person, (B) consolidation, amalgamation, merger or binding share exchange of the Preference Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which the Preference Share Issuer is the continuing entity and which does not result in a reclassification or change of all of such Preference 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 Preference Shares that results in a transfer of or an irrevocable commitment to transfer all such Preference Shares (other than such Preference Shares owned or controlled by such other entity or person), or (D) consolidation, amalgamation, merger or binding share exchange of the Preference Share Issuer with or into another entity in which the Preference Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Preference Shares outstanding but results in the outstanding Preference Shares (other than Preference Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Preference Shares immediately following such event, in each case if the Merger Date is on or before the Maturity Date.

**“Nationalisation”** means that all the Preference Shares or all or substantially all the assets of the Preference Share Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

**“Preference Share Early Redemption Event”** means that the Issuer or any of its affiliates has received notice from the Preference Share Issuer that the Preference Shares are to be redeemed early.

**“Preference Share Issuer”** means RBC GELP (UK) Limited.

**“Preference Shares”** means the preference shares of the Preference Share Issuer specified in the applicable Issue Terms.

**“Preference Share Value”** means, in respect of any day, the fair market value of a Preference Share at the Valuation Time on such day as determined by the Calculation Agent.

**“Tender Offer”** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding voting shares of the Preference Share Issuer as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**“Valuation Time”** has the meaning given to it in the applicable Issue Terms or if not set out in the applicable Issue Terms, 3 p.m. (London time).

#### **15.09 Calculations and Determinations**

The Calculation Agent will make the calculations and determinations as described in this Condition 15 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 Notes).

Notwithstanding that certain calculations, determinations and adjustments in this Condition 15 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 this Condition 15 the Calculation Agent has a number of discretions. These are necessary since in certain circumstances 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 may exercise certain discretions.

The provisions of the second paragraph of Condition 4.08 will not apply to the calculation of the Final Redemption Amount or Early Redemption Amount.

#### **15.10 Payments – General Provisions**

Condition 18.19 shall not apply to the Preference Share Linked Notes.

### **16. Events of Default**

**16.01** The following events or circumstances (each an **“Event of Default”**) shall be acceleration events in relation to the Notes of any Series, namely:

- (i) default is made for more than 30 Business Days (as defined in Condition 4.11) from the due date for payment of interest or principal, or solely in the case of Notes which are not Bail-inable Securities the delivery of any Entitlement, in respect of such Notes or any of them; or
- (ii) the Issuer shall have become insolvent or bankrupt or subject to the provisions of the *Winding-up and Restructuring Act (Canada)* (“WURA”), or any statute hereafter enacted in substitution therefor, as the WURA or any such substituted statute, may be amended from time to time, or if the Issuer goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction or otherwise acknowledges its insolvency.

**16.02** Subject to Condition 16.03 below, if any Event of Default shall occur in relation to any Series of Notes, any Holder of a Note of the relevant Series may, by written notice to the Issuer, at the specified office of the Issuing and Paying Agent, declare that such Note and (unless the Note is a Zero Coupon Note) all interest then accrued on such Note shall be forthwith due and payable, whereupon the same shall become immediately due and payable at the Early Redemption Amount determined in accordance with Condition 5.10, together with all interest (if any) accrued thereon to (but excluding) the date of repayment without presentment, demand, protest or other notice of any kind, all of which the Issuer will expressly waive, anything contained in such Notes to the contrary notwithstanding, unless, prior thereto, all Events of Default in respect of the Notes of the relevant Series shall have been cured.

**16.03** Holders may only exercise, or direct the exercise of, their rights under Condition 16.02 above in respect of Bail-inable Securities where an order has not been made pursuant to subsection 39.13(1) of the CDIC Act in respect of the Issuer. Notwithstanding the exercise of any rights by Holders under Condition 16.02 in respect of Bail-inable Securities, Bail-inable Securities could still be subject to a Bail-in Conversion until paid in full. A Bail-in Conversion will not be an Event of Default. By its acquisition of Bail-inable Securities, each Holder (including each holder of a beneficial interest in any Bail-inable Securities), to the extent permitted by law, waives any and all claims, in law and/or in equity, against the Issuing and Paying Agent (in each case solely in its capacity as the Issuing and Paying Agent), for, agrees not to initiate a suit against the Issuing and Paying Agent in respect of, and agrees that the Issuing and Paying Agent shall not be liable for, any action that the Issuing and Paying Agent takes, or abstains from taking, in either case in accordance with a Bail-in Conversion.

## **17. Taxation**

**17.01** All amounts payable (whether in respect of principal, interest or otherwise) in respect of the Notes, Receipts or Coupons by or on behalf of the Issuer will be paid 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 or levied by or on behalf of Canada, any province or territory or political subdivision thereof or any authority or agency therein or thereof having power to tax and, in the case of Notes issued by a branch of the Issuer located outside Canada, the country in which such branch is located or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law or the interpretation or administration thereof. In that event, the Issuer will pay such additional amounts as may be necessary in order that the net amounts received by the

holder after such withholding or deduction shall equal the respective amounts of principal, interest or other amounts which would have been received in respect of the Notes, Receipts or Coupons (as the case may be), in the absence of such withholding or deduction; except that no additional amounts shall be payable with respect to any payment in respect of any Note, Receipt or Coupon:

- (i) to, or to a third party on behalf of, a holder who is liable for such taxes, duties, assessments or governmental charges in respect of such Note, Receipt or Coupon by reason of his having some connection with Canada or the country in which such branch is located otherwise than the mere holding of such Note, Receipt or Coupon; or
- (ii) to, or to a third party on behalf of, a holder in respect of whom such tax, duty, assessment or governmental charge is required to be withheld or deducted by reason of the holder or other person entitled to payments under the Notes, Receipts or Coupons being a person with whom the Issuer is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)); or
- (iii) to, or to a third party on behalf of, a holder who is, or who does not deal at arm's length with a person who is, a "specified shareholder" (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of the Issuer; 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 amount on presenting the same for payment on the thirtieth such day assuming that day to have been a Payment Date (as defined in Condition 18.17); or
- (v) for or on account of any withholding tax or deduction imposed or collected pursuant to (a) Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code, whether currently in effect or as published and amended from time to time (the "**FATCA Withholding Tax Rules**") or (b) Section 871(m) of the Code.

**17.02** For the purposes of these Conditions:

"**Relevant Date**" means, in respect of any Note, Receipt or Coupon, the date on which payment thereof first becomes due and payable, or, if the full amount of the moneys payable has not been received by the Issuing and Paying Agent, or as the case may be, the Registrar on or prior to such due date, the date on which, the full amount of such moneys shall have been so received and notice to that effect shall have been duly given to the Holders in accordance with Condition 23.

**17.03** If the Issuer becomes subject generally at any time to any taxing jurisdiction other than or in addition to Canada or the country in which the relevant Branch of Account is

located, references in Condition 5.02 and Condition 17.01 to Canada or the country in which the relevant branch is located shall be read and construed as references to Canada or the country in which such branch is located and/or to such other jurisdiction(s).

**17.04** Unless the context otherwise requires, any reference in these Conditions to any payment due in respect of the Notes, Receipts or Coupons shall be deemed to include (a) any additional amounts which may be payable under this Condition 17 and (b) the delivery of an Entitlement. Unless the context otherwise requires, any reference in these Conditions to “**principal**” shall include any premium payable in respect of a Note, any Instalment Amount, Redemption Amount and any other amounts in the nature of principal payable pursuant to these Conditions, any Disruption Cash Settlement Price and any Failure to Deliver Settlement Price and “**interest**” shall include all amounts payable pursuant to Condition 4 and any other amounts in the nature of interest payable pursuant to these Conditions.

## **18. Payments**

### ***Payments – Bearer Notes***

**18.01** Conditions 18.01 to 18.07 are applicable in relation to Notes in bearer form.

**18.02** Payment of amounts (other than interest) due in respect of Bearer Notes will be made against presentation and (save as provided below) surrender of the relevant Bearer Notes at the specified office of any of the Paying Agents.

**18.03** Payment of amounts in respect of interest on Bearer Notes will be made:

- (i) in the case of a Temporary Global Note or Permanent Global Note, against presentation of the relevant Temporary Global Note or Permanent Global Note at the specified office of any of the Paying Agents outside (unless Condition 18.04 applies) the United States and, in the case of a Temporary Global Note, upon due certification as required therein;
- (ii) in the case of Definitive Notes without Coupons attached thereto at the time of their initial delivery, against presentation of the relevant Definitive Notes at the specified office of any of the Paying Agents outside (unless Condition 18.04 applies) the United States; and
- (iii) in the case of Definitive Notes delivered with Coupons attached thereto at the time of their initial delivery, against surrender of the relevant Coupons or, in the case of interest due otherwise than on an Interest Payment Date, against presentation of the relevant Definitive Notes, in either case at the specified office of any of the Paying Agents outside (unless Condition 18.04 applies) the United States.

**18.04** Notwithstanding the foregoing (and in relation to payments in U.S. dollars only), payments of amounts due in respect of interest on the Bearer Notes and exchanges of Talons for Coupon sheets in accordance with Condition 18.07 will not be made at the specified office of any Paying Agent in the United States (as defined in the United States Internal Revenue Code of 1986 and Regulations promulgated thereunder) unless (i) payment in full of amounts due in respect of interest on such Notes when due or, as the case may be, the exchange of Talons at all the specified offices of the Paying Agents outside the United States is illegal or

effectively precluded by exchange controls or other similar restrictions and (ii) such payment or exchange is permitted by applicable United States law. If clauses (i) and (ii) of the previous sentence apply, the Issuer shall forthwith appoint a further Paying Agent with a specified office in New York City.

**18.05** If the due date for payment of any amount due in respect of any Bearer Note is not a Payment Date (as defined in Condition 18.17), then the Holder thereof will not be entitled to payment thereof until the next day which is a Payment Date and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions in which event interest shall continue to accrue as provided in Condition 4.06 or, if appropriate, Condition 4.09.

**18.06** Each Definitive Note initially delivered with Coupons or, Talons attached thereto should be presented and, save in the case of partial payment of the Redemption Amount, surrendered for final redemption together with all unmatured Coupons and Talons relating thereto, failing which:

- (i) the amount of any missing unmatured Coupons (or, in the case of a payment not being made in full, that portion of the amount of such missing Coupon which the Redemption Amount paid bears to the Redemption Amount due) relating to Definitive Notes that are Fixed Rate Notes or bear interest in fixed amounts will be deducted from the amount otherwise payable on such final redemption, the amount so deducted being payable against surrender of the relevant Coupon at the specified office of any of the Paying Agents at any time within two years of the Relevant Date applicable to payment of such Redemption Amount (whether or not the Issuer's obligation to make payment in respect of such Coupon would otherwise have ceased under Condition 19);
- (ii) all unmatured Coupons relating to such Definitive Notes that are Floating Rate Notes or Reference Item Linked Interest Notes (whether or not such Coupons are surrendered therewith) shall become void and no payment shall be made thereafter in respect of them; and
- (iii) in the case of Definitive Notes initially delivered with Talons attached thereto, all unmatured Talons (whether or not surrendered therewith) shall become void and no exchange for Coupons shall be made thereafter in respect of them.

The provisions of paragraph (i) of this Condition 18.06 notwithstanding, if any Definitive Notes should be issued with a Maturity Date and Rate or Rates of Interest such that, on the presentation for payment of any such Definitive Note without any unmatured Coupons attached thereto or surrendered therewith, the amount required by paragraph (i) to be deducted would be greater than the Redemption Amount otherwise due for payment, then, upon the due date for redemption of any such Definitive Note, such unmatured Coupons (whether or not attached) shall become void (and no payment shall be made in respect thereof) as shall be required so that, upon application of the provisions of paragraph (i) in respect of such Coupons as have not so become void, the amount required by paragraph (i) to be deducted would not be greater than the Redemption Amount otherwise due for payment. Where the application of the foregoing sentence requires some but not all of the

unmatured Coupons relating to a Definitive Note to become void, the relevant Paying Agent shall determine which unmatured Coupons are to become void, and shall select for such purpose Coupons maturing on later dates in preference to Coupons maturing on earlier dates.

**18.07** In relation to Definitive Notes initially delivered with Talons attached thereto, on or after the Interest Payment Date of the final Coupon comprised in any Coupon sheet, the Talon comprised in the Coupon sheet may be surrendered at the specified office of any Paying Agent outside (unless Condition 18.04 applies) the United States in exchange for a further Coupon sheet (including any appropriate further Talon), subject to the provisions of Condition 19 below. Each Talon shall, for the purpose of these Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relevant Coupon sheet matures.

### ***Payments – Registered Notes***

**18.08** Conditions 18.09 to 18.11 are applicable in relation to Registered Notes.

**18.09** Payment of the Final Redemption Amount (together with accrued interest) due in respect of Registered Notes will be made against presentation and, save in the case of partial payment of the Final Redemption Amount, surrender of the relevant Registered Notes at the specified office of the Registrar. If the due date for payment of the Final Redemption Amount of any Registered Note is not a Payment Date (as defined in Condition 18.17), then the Holder thereof will not be entitled to payment thereof until the next day which is a Payment Date, and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions in which event interest shall continue to accrue as provided in Condition 4.06 or, as appropriate, Condition 4.12.

**18.10** Payment of amounts (whether principal, interest or otherwise) due (other than the Final Redemption Amount and accrued interest in respect thereof) in respect of Registered Notes will be paid to the Holder thereof (or, in the case of joint Holders, the first-named) as appearing in the register kept by the Registrar (i) where in global form, at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the relevant due date and (ii) where in definitive form, as at opening of business (local time in the place of the specified office of the Registrar) on the fifteenth Relevant Banking Day (as defined in Condition 2.07) before the due date for such payment (the “**Record Date**”).

**18.11** Notwithstanding the provisions of Condition 18.15, payment of amounts (whether principal, interest or otherwise) due (other than the Final Redemption Amount and accrued interest in respect thereof) in respect of Registered Notes will be made by transfer on the due date to the Designated Account of the Holder thereof (or, in the case of Joint Holders, the first-named). If the due date for any such payment is not a Payment Date, then the Holder thereof will not be entitled to payment thereof until the first day thereafter which is a Payment Date and a day on which commercial banks and foreign exchange markets settle payments in the relevant currency in the place where the relevant Designated Account is located and no further payment on account of interest or otherwise shall be due in respect of such postponed payment unless there is a subsequent failure to pay in accordance with these Conditions in which event interest shall continue to accrue as provided in Condition 4.06 or, as appropriate, Condition 4.12. For these purposes, “**Designated Account**” means the account (which, in the case of a payment in Japanese yen to a non resident of Japan, shall be a non resident

account) maintained by a holder with a Designated Bank and identified as such in the Register and "**Designated Bank**" means (in the case of payment in a Specified Currency other than euro) a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney and Auckland, respectively) and (in the case of a payment in euro) any bank which processes payments in euro.

#### ***Payments – Swedish Notes***

**18.11a** Payments in respect of Swedish Notes will be made on the due date for payments to the persons registered as Holders in the Swedish Notes Register on the fifth (5) Banking Day (or in accordance with the rules and procedures applied by Euroclear Sweden from time to time), prior to the due date for such payment. If the date for payment of any amount in respect of Swedish Notes is not a Payment Date, the holder thereof shall not be entitled to payment until the next following Payment Date and shall not be entitled to interest or other payment in respect of such delay.

#### ***Payments – Finnish Notes***

**18.11b** Payments in respect of Finnish Notes will be made on the due date for payments to the persons registered as Holders in the Finnish Securities Register on the Banking Day (or otherwise in accordance with the rules and procedures applied by Euroclear Finland from time to time), prior to the due date for such payment. If the date for payment of any amount in respect of Finnish Notes is not a Payment Date, the holder thereof shall not be entitled to payment until the next following Payment Date and shall not be entitled to interest or other payment in respect of such delay.

#### ***Payments – Specific provisions in relation to payments in respect of certain types of Exempt Notes***

**18.12** Payment of Instalment Amounts (other than the final Instalment Amount) in respect of an Instalment Note which is a Definitive Note with Receipts will be made against presentation of the Note together with the relevant Receipt and surrender of such Receipt. Payment of the Final Instalment Amount in respect of an Instalment Note which is a Definitive Note with Receipts will be made only against presentation and surrender (or, in the case of any part payment, endorsement) of the relevant Note and Receipt. Upon the date on which any Definitive Note becomes due and repayable, unmatured Receipts (in any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

The Receipts are not and shall not in any circumstances be deemed to be documents of title and if separated from the Note to which they relate will not represent any obligation of the Issuer. Accordingly, the presentation of a Note without the relevant Receipt or the presentation of a Receipt without the Note to which it appertains shall not entitle the Holder to any payment in respect of the relevant Instalment Amount.

**18.13** Upon the date on which any Dual Currency Note or Note which bears interest in variable amounts which is a Definitive Note becomes due and repayable, unmatured Coupons and Talons (if any) relating thereto (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

## **Payments – General Provisions**

**18.14** Save as otherwise specified in these Conditions, Conditions 18.15 to 18.18 are applicable in relation to Bearer Notes, Registered Notes, Swedish Notes and Finnish Notes.

**18.15** Payments of amounts due (whether principal, interest or otherwise) in respect of Notes (other than payments of amounts due in Renminbi and payments of amounts due in respect of Swedish Notes or Finnish Notes) will be made in the currency in which such amount is due by transfer to an account denominated in the relevant currency (or in the case of euro, an account to which euro may be credited or transferred) specified by the payee. In the case of Bearer Notes, if payments are made by transfer, such payments will only be made by transfer to an account maintained by the payee outside of the United States. In no event will payment of amounts due in respect of Bearer Notes be made by a cheque mailed to an address in the United States.

Payments of amounts due (whether principal, interest or otherwise) in respect of Swedish Notes will be made in accordance with Condition 18.11a and in respect of Finnish Notes in accordance with Condition 18.11b in the currency in which such amount is due by transfer to an account denominated in the relevant currency (or in the case of euro, an account to which euro may be credited or transferred) specified by the payee.

Payments of amounts in Renminbi will be made by credit or transfer to a Renminbi account maintained by or on behalf of the payee with a bank in any Relevant Renminbi Settlement Centre as specified in the applicable Issue Terms in accordance with applicable laws, rules, regulations and guidelines issued from time to time (including all applicable laws and regulations with respect to settlement in Renminbi in the relevant Relevant Renminbi Settlement Centre).

Payments will, without prejudice to the provisions of Condition 17, be subject in all cases to (i) any applicable fiscal or other laws and regulations, (ii) any withholding or deduction required pursuant to the FATCA Withholding Tax Rules and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.

**18.16** 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 Reference Item(s) and the date (or final date, as the case may be) for such valuation is postponed or delayed as provided herein or in the applicable Issue Terms 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 herein or in the applicable Issue 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.

**18.17** For the purposes of these Conditions (other than with respect to payments to be made on Swedish Notes or Finnish Notes) "**Payment Date**" means:

- (i) 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 (A) in the case of Notes in definitive form only, the place of presentation

of the relevant Note or, as the case may be, Coupon and (B) each Financial Centre (other than TARGET2) specified in the applicable Issue Terms;

- (ii) if TARGET2 is specified in the applicable Issue Terms as a relevant Financial Centre, a day (other than a Saturday or Sunday) which is a TARGET2 Business Day; and
- (iii) either (A) in the case of any currency other than euro or Renminbi, a day on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) and foreign exchange markets settle payments in the principal financial of the country of the relevant Specified Currency (if other than the place of presentation and any Financial Centre and which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney and Auckland, respectively); (B) in the case of payment in euro, a day (other than a Saturday or Sunday) which is a TARGET2 Business Day; or (C) in the case of payment in Renminbi, a day (other than a Saturday or Sunday) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in each Relevant Renminbi Settlement Centre.

**18.17a** In relation to payments to be made on Swedish Notes and Finnish Notes, for the purposes of these Conditions, “**Payment Date**” means any day (other than a Saturday or a Sunday) on which commercial banks are generally open for business (including dealings in foreign exchange and foreign currency deposits) in Stockholm or Helsinki, respectively.

**18.18** No commissions or expenses shall be charged to the Holders of Notes or Coupons in respect of such payments.

**18.19** If Alternative Currency Payment is specified as applicable in the applicable Issue Terms and the Issuer is due to make a payment in a currency (the “**original currency**”) other than Renminbi in respect of any Note, Coupon or Receipt and the original currency is not available on the foreign exchange markets due to the imposition of exchange controls, the original currency’s replacement or disuse or other circumstances beyond the Issuer’s control, the Issuer will be entitled to satisfy its obligations in respect of such payment by making payment in the Alternative Currency specified in the applicable Issue Terms on the basis of the spot exchange rate (the “**Alternative Currency FX Rate**”) at which the original currency is offered in exchange for the Alternative Currency in the London foreign exchange market (or, at the option of the Calculation Agent, in the foreign exchange market of any other financial centre which is then open for business) at noon, London time, two London Banking Days prior to the date on which payment is due or, if the Alternative Currency FX Rate is not available on that date, on the basis of a substitute exchange rate determined by the Calculation Agent acting in its absolute discretion from such source(s) and at such time as it may select. For the avoidance of doubt, the Alternative Currency FX Rate or substitute exchange rate as aforesaid may be such that the resulting Alternative Currency amount is zero and in such event no amount of the Alternative Currency or the original currency will be payable. Any payment made in the Alternative Currency or non-payment in accordance with this paragraph will not constitute an Event of Default under Condition 16.

**18.20** Notwithstanding any other provision in these Conditions, if an Inconvertibility, Non-Transferability or Illiquidity occurs or if Renminbi is otherwise not available to the Issuer as a result of circumstances beyond its control and such unavailability has been confirmed by a Renminbi Dealer, acting in good faith and in a commercially reasonable manner, following

which the Issuer is unable to satisfy payments of principal or interest (in whole or in part) in respect of RMB Notes, the Issuer on giving not less than five nor more than 30 days irrevocable notice to the Holders prior to the due date for payment, may settle any such payment (in whole or in part) in U.S. dollars on the due date at the U.S. dollars Equivalent of any such Renminbi denominated amount.

In such event, payments of the U.S. dollars Equivalent of the relevant principal or interest in respect of the Notes shall be made by transfer to the U.S. dollars account of the Relevant Account Holders for the benefit of the Holders. For the avoidance of doubt, no such payment of the U.S. dollars Equivalent shall by itself constitute a default in payment within the meaning of Condition 16.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 18.20 by the RMB Rate Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Paying Agent and all Holders and (in the absence of manifest error) no liability to the Issuer, the Paying Agent and all Holders shall attach to the RMB Rate Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

For the purposes of these Conditions:

**"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) of each Relevant Renminbi Settlement Centre.

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China.

**"Illiquidity"** means that the general Renminbi exchange market in each Relevant Renminbi Settlement Centre becomes illiquid, other than as a result of an event of Inconvertibility or Non-Transferability, as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers.

**"Inconvertibility"** means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of RMB Notes in the general Renminbi exchange market in each Relevant Renminbi Settlement Centre, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

**"Non-Transferability"** means the occurrence in each Relevant Renminbi Settlement Centre of any event that makes it impossible for the Issuer to transfer Renminbi (A) between accounts inside a Relevant Renminbi Settlement Centre, (B) from an account inside a Relevant Renminbi Settlement Centre to an account outside such Relevant Renminbi Settlement Centre, or (C) from an account outside a Relevant Renminbi Settlement Centre to an account inside such Relevant Renminbi Settlement Centre; in each case other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is

enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

**"Relevant Renminbi Settlement Centre"** means each of the jurisdiction(s) specified as such in the applicable Issue Terms or if no Relevant Renminbi Settlement Centre is specified in the relevant Issue Terms, the Relevant Renminbi Settlement Centre shall mean Hong Kong only.

**"Renminbi Dealer"** means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in any Relevant Renminbi Settlement Centre reasonably selected by the Issuer.

**"RMB Note"** means a Note denominated in Renminbi.

**"RMB Rate Calculation Agent"** means the agent appointed from time to time by the Issuer for the determination of the RMB Spot Rate or identified as such in the relevant Issue Terms.

**"RMB Rate Calculation 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) in each Relevant Renminbi Settlement Centre and in New York City.

**"RMB Rate Calculation Date"** means the day which is two RMB Rate Calculation Business Days before the due date for payment of the relevant Renminbi amount under the Conditions.

**"RMB Spot Rate"** for a RMB Rate Calculation Date means the spot CNY/U.S. dollars exchange rate for the purchase of U.S. dollars with RMB in the over-the-counter RMB exchange market in the Relevant Renminbi Settlement Centre in which the RMB Rate Calculation Agent is located for settlement on the relevant due date for payment, as determined by the RMB Rate Calculation Agent at or around 11 a.m. (local time of the Relevant Renminbi Settlement Centre) on such RMB Rate Calculation Date, on a deliverable basis by reference to Reuters Screen Page TRADCNY3 or if no such rate is available on a non deliverable basis by reference to Reuters Screen Rate TRADNDF. If neither rate is available, the RMB Rate Calculation Agent will determine the RMB Spot Rate at or around 11 a.m. (local time of the Relevant Renminbi Settlement Centre) on the RMB Rate Calculation Date as the most recently available CNY/U.S. dollar official fixing rate for settlement on the relevant due date for payment reported by The State Administration of Foreign Exchange of the People's Republic of China (excluding Hong Kong, Macao Special Administrative Region of the People's Republic of China and Taiwan) (the "**PRC**"), which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

**"U.S. dollars Equivalent"** means the Relevant Renminbi amount converted into U.S. dollars using the RMB Spot Rate for the relevant RMB Rate Calculation Date, as calculated by the RMB Rate Calculation Agent.

## **19. Prescription**

**19.01** In respect of Notes governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, subject to applicable law, the Issuer's obligation to pay an amount of principal and interest in respect of Notes will cease if the Notes or Coupons, as the

case may be, are not presented within two years after the Relevant Date (as defined in Condition 17.02) for payment thereof, or such other length of time as is specified in the applicable Issue Terms.

**19.02** In respect of Notes governed by English law (whether in bearer or registered form), Notes and Coupons will become void unless presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 17.02) therefor.

**19.03** In relation to Definitive Notes initially delivered with Talons attached thereto, there shall not be included in any Coupon sheet issued upon exchange of a Talon any Coupon which would be void pursuant to Condition 18.06 or this Condition 19 or the maturity date or due date for the payment of which would fall after the due date for the redemption of the relevant Note, or any Talon the maturity date of which would fall after the due date for the redemption of the relevant Note.

**19.04** In relation to Swedish Notes, the Issuer's obligation to pay an amount of principal or interest in respect of such Notes will cease if a claim for payment of such principal or interest is not made within ten years after the Relevant Date.

For the purposes of this Condition 19.04, "**Relevant Date**" means the date on which such payment first becomes due, or such later date on which an interruption of the period of limitation (Sw. *preskriptionsavbrott*) is made in accordance with the Swedish Limitations Act 1981 (Sw. *preskriptionslagen (1981: 130)*).

**19.05** In relation to Finnish Notes, the Issuer's obligation to pay an amount of principal or interest in respect of such Notes will cease if a claim for payment of such principal or interest is not made within three years after the Relevant Date.

For the purposes of this Condition 19.05, "**Relevant Date**" means the date on which such payment first becomes due, or such later date on which an interruption of the period of limitation (Fin. *vanhentumisen katkaiseminen*) is made in accordance with the Finnish Limitations Act (Fin. *laki velan vanhentumisesta (728/2003, as amended)*).

## **20. The Paying Agents, the Registrar and the Calculation Agent**

**20.01** The initial Issuing and Paying Agent and the Registrar are specified above. The Calculation Agent in respect of any Notes and any additional or other Paying Agents shall be specified in Part A or Part B of the applicable Issue Terms, respectively. The Issuer reserves the right at any time to vary or terminate the appointment of any Paying Agent (including the Issuing and Paying Agent) or the Registrar or the Calculation Agent and to appoint additional or other Paying Agents or another Registrar or another Calculation Agent provided that it will at all times maintain (i) an Issuing and Paying Agent, (ii) in the case of Registered Notes, a Registrar, (iii) following the issue of Definitive Notes, and while any such Definitive Notes are outstanding, a Paying Agent (which may be the Issuing and Paying Agent) with a specified office in a continental European city, (iv) so long as the Notes are admitted to trading on Euronext Dublin and/or admitted to listing or trading on any other stock exchange or relevant authority and the rules of such exchange or relevant authority so require, a Paying Agent (which may be the Issuing and Paying Agent) and a Registrar each with a specified office in London and/or in such other place as may be required by the rules of such other stock exchange or other relevant authority, (v) in the circumstances described in Condition 17.04, a

Paying Agent with a specified office in New York City, and (vi) a Calculation Agent where required by the Conditions applicable to any Notes (in the case of (i), (ii), (iii) and (vii) with a specified office located in such place (if any) as may be required by the Conditions). The Paying Agents, the Registrar and the Calculation Agent reserve the right at any time to change their respective specified offices to some other specified office in the same metropolitan area. Notice of all changes in the identities or specified offices of any Paying Agent, the Registrar or the Calculation Agent will be given promptly by the Issuer to the Holders in accordance with Condition 23.

**20.01a** The Swedish Notes Issuing and Paying Agent and its initial specified offices are specified below. The Issuer reserves the right at any time to vary or terminate the appointment of the Swedish Notes Issuing and Paying Agent provided that the Issuer shall at all times maintain a Swedish Notes Issuing and Paying Agent authorised to act both as an account operating institution (Sw. *kontoförande institut*) and issuing agent (Sw. *emissionsinstitut*) with Euroclear Sweden. Notice of all changes in the identity or specified offices of the Swedish Notes Issuing and Paying Agent will be given promptly by the Issuer to the Holders in accordance with Condition 23.

**20.01b** The Finnish Issuing and Paying Agent and its initial specified offices are specified below. The Issuer reserves the right at any time to vary or terminate the appointment of the Finnish Issuing and Paying Agent provided that the Issuer shall at all times maintain a Finnish Issuing and Paying Agent authorised to act both as an account operator and issuer agent with Euroclear Finland. Notice of all changes in the identity or specified offices of the Finnish Issuing and Paying Agent will be given promptly by the Issuer to the Holders in accordance with Condition 23.05.

**20.02** The Paying Agents, the Registrar and the Calculation Agent act solely as agents of the Issuer and, save as provided in the Issue and Paying Agency Agreement or any other agreement entered into with respect to their respective appointments, do not assume any obligations towards or relationship of agency or trust for any Holder of any Note, Receipt or Coupon and each of them shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Issue and Paying Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

**20.03** Notwithstanding the foregoing, the Issuing and Paying Agent, on behalf of itself and the other Paying Agents, shall have the right to decline to act as the Paying Agent with respect of any Notes issued pursuant to the Programme that are payable and/or dischargeable by the Issuer by the payment or delivery of securities and/or other property or any combination of cash, securities and/or property whereupon the Issuer or an affiliate thereof shall either (i) act as Paying Agent or (ii) engage another financial institution to act as Paying Agent in respect of such Notes. The applicable Issue Terms relating to such Notes shall include the relevant details regarding the applicable Paying Agent.

## **21. Replacement of Notes (other than Swedish Notes or Finnish Notes)**

If any Note (other than any Swedish Note or Finnish Notes), Receipt or Coupon is lost, stolen, mutilated, defaced or destroyed, it may be replaced at the specified office of the Issuing and Paying Agent or any Paying Agent (in the case of Bearer Notes and Coupons) or of the Registrar (in the case of Registered Notes) (the “**Replacement Agent**”), subject to all applicable laws and the requirements of any stock exchange on which the Notes are listed, upon payment by the claimant of all expenses incurred in connection with such replacement

and upon such terms as to evidence, security, indemnity and otherwise as the Issuer and the Replacement Agent may require. Mutilated or defaced Notes, Receipts and Coupons must be surrendered before replacements will be delivered therefor.

## **22. Meetings of Holders and Modification**

The Issue and Paying Agency Agreement contains provisions for convening meetings of the Holders of Notes of any Series (other than Swedish Notes or Finnish Notes) to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Issue and Paying Agency Agreement) of these Conditions insofar as the same may apply to such Notes. An Extraordinary Resolution passed by the Holders of Notes of any Series will be binding on all Holders of the Notes of such Series, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Holders of Coupons relating to Notes of such Series.

The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in principal amount of the Notes of the relevant Series for the time being outstanding, or at any adjourned meeting two or more persons holding or representing Holders of such Notes whatever the principal amount of the Notes so represented, unless the business of such meeting includes consideration of proposals, *inter alia*, to (i) amend the Maturity Date or other redemption date of the Notes, any date for payment of an Instalment Amount or any Interest Payment Date in respect of any Notes (ii) reduce or cancel the Outstanding Principal Amount or any Instalment Amount of, or any premium payable on redemption of, the Notes, (iii) reduce the Rates of Interest in respect of the Notes, Fixed Coupon Amounts or vary the manner in which the Rate(s) of Interest are to be determined, (iv) if a Minimum Rate of Interest and/or a Maximum Rate of Interest, Instalment Amount, or Redemption Amount is indicated in the Issue Terms, reduce any such minimum and/or maximum, (v) change any method of or basis for, calculating the Redemption Amount, including the method of or basis for, calculating the Amortised Face Amount, (vi) in the case of an Exempt Note subject to any applicable redenomination provisions specified in the Pricing Supplement, change the Specified Currency or Currencies of payment or Specified Denomination of the Notes, (vii) modify the provisions concerning the quorum required at any meeting of Holders of Notes or the majority required to pass an Extraordinary Resolution or (viii) modify or eliminate any of items (i) through (vii), inclusive above, in which case the necessary quorum shall be two or more persons holding or representing not less than seventy-five per cent., or at any adjourned meeting, not less than twenty-five per cent., in principal amount of the Notes for the time being outstanding.

In addition to Extraordinary Resolutions passed at meetings of the Holders of Notes, the Issue and Paying Agency Agreement provides that an Extraordinary Resolution may also be passed by either (i) a resolution in writing signed on behalf of the Holders of not less than seventy-five per cent. in principal amount of the Notes for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed on behalf of one or more Holders) or (ii) approval of a resolution given by way of electronic consents through the relevant clearing system(s) by or on behalf of Holders of not less than seventy-five per cent. in principal amount of the Notes for the time being outstanding. The Issue and Paying Agency Agreement contains provisions for the purpose of determining whether any such written or electronic resolution has been validly passed.

The Issuer may without the consent of the Issuing and Paying Agent or the Holders of the Notes, make any modification to these Terms and Conditions (i) which is not materially prejudicial to the interests of the Holders of Notes, or (ii) to correct a manifest or proven error

or an error that is of a formal, minor or technical nature, or to correct, cure or supplement any defective provision contained herein in respect of Notes. Subject as aforesaid, no other modification may be made to these Terms and Conditions except with the sanction of an Extraordinary Resolution adopted by the Holders.

Save as provided therein, the Issue and Paying Agency Agreement may be amended by agreement among the parties thereto and without the consent of any Holders of the Notes.

Notwithstanding anything in this Condition 22, the prior approval of the Superintendent is required to modify the terms of any Series of Bail-inable Securities where such modification may affect the eligibility of the Bail-inable Securities as TLAC under the guidelines for TLAC for banks in Canada.

#### **22a. Meetings of Holders of Swedish Notes and Modification**

The Swedish Notes Issuing and Paying Agent Agreement contains provisions in Appendix 5 (Provisions for Meetings of Holders of Securities) thereto for convening meetings of the Holders of Swedish Notes of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Swedish Notes Issuing and Paying Agent Agreement) of these Conditions insofar as the same may apply to such Swedish Notes. Copies of Appendix 5 will be available for inspection during normal business hours at the initial specified offices of the Swedish Notes Issuing and Paying Agent and the Issuer, respectively and all persons from time to time entitled to the benefit of obligations under any Swedish Notes shall be deemed to have notice of, and shall be bound by, all of the provisions of Appendix 5 insofar as they relate to the relevant Swedish Notes.

An Extraordinary Resolution whether passed at any meeting of the Holders of Swedish Notes of any Series or passed as a Written Resolution (as defined in the Swedish Notes Issuing and Paying Agent Agreement) will be binding on all Holders of the Swedish Notes of the relevant Series, whether or not they are present at any meeting, and whether or not they voted on the resolution, and on all Holders of Coupons relating to Swedish Notes of such Series.

The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority in principal amount of the Swedish Notes of the relevant Series for the time being outstanding, or at any adjourned meeting two or more persons holding or representing Holders of such Swedish Notes whatever the principal amount of the Swedish Notes so represented, unless the business of such meeting includes consideration of proposals, *inter alia*, to (i) amend the Maturity Date or other redemption date of the Swedish Notes, any date for payment of an Instalment Amount or any Interest Payment Date in respect of any Swedish Notes (ii) reduce or cancel the Outstanding Principal Amount or any Instalment Amount of, or any premium payable on redemption of, the Swedish Notes, (iii) reduce the Rates of Interest in respect of the Swedish Notes, Fixed Coupon Amounts or vary the manner in which the Rate(s) of Interest are to be determined, (iv) if a Minimum Rate of Interest and/or a Maximum Rate of Interest, Instalment Amount, or Redemption Amount is indicated in the Issue Terms, reduce any such minimum and/or maximum, (v) change any method of or basis for, calculating the Redemption Amount, including the method of or basis for, calculating the Amortised Face Amount, (vi) in the case of an Exempt Note subject to any applicable redenomination provisions specified in the Pricing Supplement, change the Specified Currency or Currencies of payment or Specified Denomination of the Swedish Notes, (vii) modify the provisions concerning the quorum required at any meeting of Holders of Swedish Notes or the majority required to pass an Extraordinary Resolution or (viii) modify or eliminate any of items (i) through (vii), inclusive

above, in which case the necessary quorum shall be two or more persons holding or representing not less than seventy-five per cent., or at any adjourned meeting, not less than twenty-five per cent., in principal amount of the Swedish Notes for the time being outstanding.

In addition to Extraordinary Resolutions passed at meetings of the Holders of Swedish Notes, the Swedish Notes Issuing and Paying Agent Agreement provides that an Extraordinary Resolution may also be passed by a resolution in writing (being a Written Resolution) signed on behalf of the Holders of not less than seventy-five per cent. in principal amount of the Swedish Notes for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed on behalf of one or more Holders). The Swedish Notes Issuing and Paying Agent Agreement contains provisions for the purpose of determining whether a Written Resolution has been validly passed.

If the holder of Swedish Notes held through a nominee (an “**Indirect Securityholder**”) attends the meeting (in person or through a duly authorised agent) and shows a certificate from the relevant nominee showing that such Indirect Securityholder on the fifth (5th) Business Day prior to the meeting was a holder of Swedish Notes, the Indirect Securityholder shall be regarded a Holder of Swedish Notes for the purposes of this Condition 22a.

In connection with a meeting of Holders of Swedish Notes, the Swedish Notes Issuing and Paying Agent shall have access to the Swedish Notes Register.

Save as provided therein, the Swedish Notes Issuing and Paying Agent Agreement may be amended by agreement among the parties thereto and without the consent of any Holders of the Swedish Notes.

Notwithstanding anything in this Condition 22a, the prior approval of the Superintendent is required to modify the terms of any Series of Bail-inable Securities where such modification may affect the eligibility of the Bail-inable Securities as TLAC under the guidelines for TLAC for banks in Canada.

## **22b. Meetings of Holders of Finnish Notes and Modification**

The Issuer may, and upon a request in writing by Holders of Notes holding not less than one-tenth of the principal amount of the Notes for the time being outstanding of any Series, convene meetings of the Holders of Finnish Notes of any Series to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution of these Conditions. At least twenty-one but no more than sixty days notice, specifying the day, time and place of the meeting shall be given to the Holders of Finnish Notes of the relevant Series. The notice shall be delivered to the Holders of the Finnish Notes in accordance with Condition 23.05 below and a copy of the notice shall be given to the Finnish Issuing and Paying Agent and Euroclear Finland. The notice shall specify the terms of the resolutions to be proposed.

Only persons being Holders of Finnish Notes on the fifth Business Day prior to the meeting according to the Finnish Securities Register shall be entitled to attend and vote at the meeting. A Holder of Finnish Notes may by an instrument in writing in the English language signed by the Holder and delivered to the Issuer not later than 48 hours prior to the time for which such meeting or adjourned meeting is convened, appoint any person (a “**proxy**”) to attend and act on it or its behalf in connection with any meeting or proposed meeting of the Holders of Finnish Notes. The Finnish Issuing and Paying Agent, the Issuer, Euroclear

Finland and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Holders of Finnish Notes.

A person nominated in writing by the Issuer shall be entitled to take the chair at every meeting, but if no such nomination is made or if at any meeting the person nominated shall not be present within thirty minutes after the time appointed for the holding of such meeting, the Holders of Finnish Notes present may appoint another such person to be chairman.

Subject as provided below, at any such meeting any two or more Holders of Finnish Notes of the relevant Series (or their proxies) present in person holding in the aggregate a clear majority in principal amount of the Finnish Notes of the relevant Series for the time being outstanding shall form a quorum for the transaction of business. No business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.

If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of Holders of Finnish Notes, be dissolved. In any other case it shall stand adjourned for such period, not being less than fourteen days nor more than forty-two days, as may be decided by the chairman. Subject as provided below, at such adjourned meeting two or more Holders of Finnish Notes of the relevant Series (or their proxies), whatever the principal amount of the Finnish Notes so held or represented by them, shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the original meeting had a quorum been present at such meeting. At least ten days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as of an original meeting and such notice shall state the quorum required at such adjourned meeting.

Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes to which he may be entitled as a Holder of Finnish Notes or as a proxy.

At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Issuer or by any Holder(s) of Finnish Notes of the relevant Series (or their proxies) representing in the aggregate at least 2 per cent. of the principal amount of the Finnish Notes for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. If at any meeting a poll is demanded, it shall be taken in such manner and (subject as hereinafter provided) either at once or after such an adjournment as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded. Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.

At any such meeting (a) on a show of hands every person who is present in person and who is a Holder of Finnish Notes of the relevant Series or a proxy shall have one vote and (b) on a poll every person who is so present shall have one vote in respect of each outstanding principal amount of the Finnish Notes equal to the Calculation Amount of such Series of Finnish Notes so produced or represented or in respect of which he is a proxy. Without

prejudice to the obligations of the proxies named in any form of proxy, any person entitled to more than one vote need not use all its votes or cast all the votes to which he is entitled in the same way.

A meeting of the Holders of Finnish Notes shall, in respect of the Finnish Notes of the relevant Series only and insofar only as it affects the Finnish Notes of the relevant Series and subject to the provisions contained in these Terms and Conditions have the following powers exercisable by Extraordinary Resolution namely:

- (a) power to sanction any modification, abrogation, variation or compromise of, an arrangement in respect of, the rights of the Holders of Finnish Notes of the relevant Series against the Issuer whether such rights shall arise under the Finnish Notes or otherwise;
- (b) power to sanction the exchange or substitution for the Finnish Notes of or the conversion of those Finnish Notes into other obligations or securities of the Issuer or any other body corporate formed or to be formed;
- (c) power to assent to any modification of the provisions contained in the Finnish Notes and these Terms and Conditions;
- (d) power to waive or authorise any breach or proposed breach by the Issuer of its obligations under these Terms and Conditions or any act or omission which might otherwise constitute an event of default under these Terms and Conditions;
- (e) power to authorise Euroclear Finland or any other person to concur in and execute and do all such deeds, documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
- (f) power to give any authority, direction or sanction which under these Terms and Conditions is required to be given by Extraordinary Resolution; and
- (g) power to appoint any persons (whether Holders of Finnish Notes or not) as a committee or committees to represent the interests of the Holders of Finnish Notes and to confer upon such committee or committees any powers or discretions which such Holders of Finnish Notes could themselves exercise by Extraordinary Resolution.

Should the business of such meeting include consideration of proposals, *inter alia*, to: (i) amend the Maturity Date or other redemption date of the Finnish Notes, any date for payment of an Instalment Amount or any Interest Payment Date in respect of any Finnish Notes, (ii) reduce or cancel the Outstanding Principal Amount or any Instalment Amount of, or any premium payable on redemption of, the Finnish Notes, (iii) reduce the Rates of Interest in respect of the Finnish Notes, Fixed Coupon Amounts or vary the manner in which the Rate(s) of Interest are to be determined, (iv) if a Minimum Rate of Interest and/or a Maximum Rate of Interest, Instalment Amount, or Redemption Amount is indicated in the Issue Terms, reduce any such minimum and/or maximum, (v) change any method of or basis for, calculating the Redemption Amount, including the method of or basis for, calculating the Amortised Face Amount, (vi) modify the provisions concerning the quorum required at any meeting of Holders of Finnish Notes or the majority required to pass an Extraordinary Resolution or (vii) modify or eliminate any of items (i) through (vi), inclusive above, the necessary quorum shall be two or more persons holding or representing not less than seventy-five per cent., or at any adjourned

meeting, not less than twenty-five per cent., in principal amount of the Finnish Notes for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Holders of Finnish Notes of any Series will be binding on all Holders of the Finnish Notes of such Series, whether or not they are present at the meeting.

In addition to Extraordinary Resolutions passed at meetings of the Holders of Finnish Notes either (i) a resolution in writing signed on behalf of the Holders of Finnish Notes of not less than seventy-five per cent. in principal amount of the Finnish Notes for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed on behalf of one or more Holders of Finnish Notes) or (ii) consents given by way of electronic consents through the relevant clearing systems by or on behalf of a Holder of Finnish Notes, of not less than seventy-five per cent. in principal amount of the Finnish Notes for the time being outstanding will take effect as an Extraordinary Resolution.

Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Holders of Finnish Notes, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made and signed as aforesaid shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.

Any Finnish Notes which have been purchased or are held by (or on behalf of) the Issuer or any subsidiary of the Issuer but which have not been cancelled shall, unless and until resold, be deemed not to be outstanding for the purposes of this Condition 22b.

The Issuer may, with the consent of the Finnish Issuing and Paying Agent, but without the consent of the Holders of the Finnish Notes, make any modification to these Terms and Conditions (i) which is not materially prejudicial to the interests of the Holders of Finnish Notes, or (ii) to correct a manifest or proven error or an error that is of a formal, minor or technical nature, or to correct, cure or supplement any defective provision contained herein in respect of Finnish Notes. Subject as aforesaid, no other modification may be made to these Terms and Conditions except with the sanction of an Extraordinary Resolution adopted by the Holders.

Save as provided therein, the Finnish Issuing and Paying Agent Agreement may be amended by agreement among the parties thereto and without the consent of any Holders of the Finnish Notes.

Notwithstanding anything in this Condition 22b, the prior approval of the Superintendent is required to modify the terms of any Series of Bail-inable Securities where such modification may affect the eligibility of the Bail-inable Securities as TLAC under the guidelines for TLAC for banks in Canada.

## **23. Notices**

### ***To Holders of Bearer Notes***

**23.01** Notices to Holders of Bearer Notes will be deemed to be validly given if published in a leading daily newspaper having general circulation in London (which is expected to be the

*Financial Times*) or, if permitted by the rules of the relevant stock exchange or other relevant authority, in the case of Notes represented by a Temporary Global Note or Permanent Global Note, if delivered to Euroclear and Clearstream, Luxembourg and/or any other relevant clearing system for communication by them to the persons shown in their respective records as having interests therein. The Issuer shall also ensure that notices are duly published in compliance with the requirements of each stock exchange or any other relevant authority on which the Notes are listed including publication on the website of the relevant stock exchange or relevant authority if required by those rules. Any notice so given will be deemed to have been validly given on the date of first such publication (or, if required to be published in more than one newspaper, on the first date on which publication shall have been made in all the required newspapers) or, as the case may be, on the fourth weekday after the date of such delivery to Euroclear and Clearstream, Luxembourg and/or such other clearing system. Holders of Coupons will be deemed for all purposes to have notice of the contents of any notice given to Holders of Bearer Notes in accordance with this Condition.

#### ***To Holders of Registered Notes***

**23.02** Notices to Holders of Registered Notes will be deemed to be validly given if sent by first class mail (or equivalent) or, if posted to an overseas address, by air mail to them (or, in the case of joint Holders, to the first-named in the register kept by the Registrar) at their respective addresses as recorded in the register kept by the Registrar, or if permitted by the rules of the relevant stock exchange or other relevant authority, in the case of Registered Notes in global form, if delivered to Euroclear and Clearstream, Luxembourg and/or any other relevant clearing system for communication by them to persons shown in their respective records as having interests therein. Any notice so given will be deemed to have been validly given on the fourth weekday after the date of such mailing or, if posted from another country, on the fifth such day or, as the case may be, on the fourth weekday after the date of such delivery to Euroclear and Clearstream, Luxembourg and/or such other clearing system. The Issuer shall also ensure that notices are duly published in compliance with the requirements of each stock exchange or any other relevant authority on which the Notes are listed including publication on the website of the relevant stock exchange or relevant authority if required by those rules.

#### ***To Issuer***

**23.03** Notices to be given by any Holder shall be in writing and given by lodging the same, together with the relevant Note or Notes, with the Issuing and Paying Agent or the Registrar (as applicable). While any of the Notes are represented by a Global Note, such notice may be given by any Holder to the Issuing and Paying Agent or the Registrar (as applicable) through Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Issuing and Paying Agent or the Registrar and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

#### ***In relation to Swedish Notes***

**23.04** All notices regarding the Swedish Notes will be deemed to be validly given if sent by mail to a Holder of Swedish Notes to the address registered for such Holder in the system of Euroclear Sweden or in accordance with the legislation, rules and regulations applicable to, and/or issued by, Euroclear Sweden. Any such notice shall be deemed to have been given, if

sent by mail to the Holder, on the fourth Business Day following the day the notice was sent by mail.

#### ***In relation to Finnish Notes***

**23.05** All notices regarding Finnish Notes will be deemed to be validly given if sent by mail to a Holder of Finnish Notes to the address registered for such Holder in the system of Euroclear Finland or in accordance with the legislation, rules and regulations applicable to, and/or issued by, Euroclear Finland. Any such notice shall be deemed to have been given, if sent by mail to the Holder, on the fourth Business Day following the day the notice was sent by mail.

#### **24. Further Issues**

The Issuer may from time to time, without the consent of the Holders of any Notes or Coupons, create and issue further Notes, bonds or debentures having the same terms and conditions as such Notes in all respects (or in all respects except for the first payment of interest, if any, on them and the date from which interest starts to accrue and/or the Specified Denomination thereof) so as to form a single series with the Notes of any particular Series.

#### **25. Currency Indemnity**

Subject to Condition 18.19 and Condition 18.20, the currency in which the Notes are denominated or, if different, payable, as specified in the Issue Terms (the “**Contractual Currency**”), is the sole currency of account and payment for all sums payable by the Issuer in respect of the Notes, including damages. Any amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a judgement or order of a court of any jurisdiction or otherwise) by any Holder of a Note or Coupon in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Contractual Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first day on which it is practicable to do so). If that amount is less than the amount in the Contractual Currency expressed to be due to any Holder of a Note or Coupon in respect of such Note or Coupon the Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer’s other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a Note or Coupon and shall continue in full force and effect despite any judgement, order, claim or proof for a liquidated amount in respect of any sum due in respect of the Notes or any judgement or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant Holder of a Note or Coupon and no proof or evidence of any actual loss will be required by the Issuer.

#### **26. Waiver and Remedies**

No failure to exercise, and no delay in exercising, on the part of the Holder of any Note, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or future exercise thereof or the exercise of any other right. Rights hereunder shall be in addition to all other rights provided by law. No notice or demand given

in any case shall constitute a waiver of rights to take other action in the same, similar or other instances without such notice or demand.

## 27. Waiver of set-off and netting rights

Bail-inable Securities are not subject to set-off or netting rights.

## 28. Branch of Account

**28.01** For the purposes of the *Bank Act* (Canada) the branch of the Bank set out in the applicable Issue Terms shall be the branch of account (the “**Branch of Account**”) for the deposit liabilities under the *Bank Act* (Canada) evidenced by this Note. If not specified in the applicable Issue Terms, the Branch of Account will be the main branch of the Issuer in Toronto. Notes issued by a Branch of Account are obligations of the Bank.

**28.02** Notes will be paid without the necessity of first being presented for payment at the Branch of Account.

**28.03** If the Branch of Account is not in Canada, the Bank may change the Branch of Account for the deposit liabilities under the *Bank Act* (Canada) evidenced by the relevant Note, upon not less than seven days’ prior notice to the Holder given in accordance with Condition 23 and upon and subject to the following terms and conditions:

- (i) if the Note is denominated in Yen, the Branch of Account or Branch, as the case may be, shall not be in Japan;
- (ii) the Issuer shall indemnify and hold harmless the holders of the Notes, Receipts and Coupons relating thereto against any tax, duty, assessment or governmental charge which is imposed or levied upon such holder as a consequence of such change, and shall pay the reasonable costs and expenses of the Issuing and Paying Agent in connection with such change; and
- (iii) notwithstanding (ii) above, no change of the Branch of Account may be made unless immediately after giving effect to such change (a) no Event of Default, and no event which, after the giving of notice or lapse of time or both, would become an Event of Default shall have occurred and be continuing and (b) payments of principal, interest or other amounts on Notes of this Series, Coupons and Receipts relating thereto to holders thereof (other than Excluded Holders, as hereinafter defined) shall not, in the opinion of counsel to the Issuer, be subject to any taxes, as hereinafter defined, to which they would not have been subject had such change not taken place. For the purposes of this section, an “**Excluded Holder**” means a holder of a Note of this Series, Coupon or Receipts relating thereto who is subject to taxes by reason of its having some connection with the Relevant Jurisdiction other than the mere holding of a Note of this Series, Coupon or Receipts as a non-resident of such Relevant Jurisdiction. “**Relevant Jurisdiction**” means Canada, its provinces or territories and the jurisdiction in which the new Branch of Account is located, and “**taxes**” means any tax, duty, assessment or other governmental charge imposed or levied in respect of the payment of the principal of the Notes of this Series or interest thereon for or on behalf of

a Relevant Jurisdiction or any authority therein or thereof having power to tax.

## **29. Contracts (Rights of Third Parties) Act 1999**

No person shall have any rights to enforce any Condition of any Notes governed by English law under the *Contracts (Rights of Third Parties) Act 1999*, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **30. Law and Jurisdiction**

**30.01** The Issue and Paying Agency Agreement and, unless otherwise specified in the applicable Issue Terms and subject to Condition 30.03, the Notes and Receipts, Coupons and Talons related thereto are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**30.02** In the case of Notes other than Swedish Notes and Finnish Notes, if specified in the applicable Issue Terms, the Notes, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with such Notes, Receipt, Coupons and Talons shall be governed by, and shall be construed in accordance with, English law, except as provided in Conditions 3.02 and 30.04.

**30.03** Unless otherwise specified in the applicable Issue Terms (in which case Condition 30.01 will apply), in respect of Swedish Notes and Finnish Notes, the Swedish Notes and Finnish Notes and any non-contractual obligations arising out of or in connection with them shall be governed by, and shall be construed in accordance with, English law, except as provided in Conditions 3.02 and 30.04.

**30.04** Notwithstanding anything in these Conditions or the applicable Issue Terms, Condition 3.02 and the following sentence in respect of Bail-inable Securities shall be governed by, and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. For the avoidance of doubt, by its acquisition of an interest in any Bail-inable Securities, each Holder or beneficial owner of any Bail-inable Securities is deemed to attorn to the jurisdiction of the courts in the Province of Ontario with respect to the CDIC Act and the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Securities.

**30.04a** Subject to Condition 3.02(ii) and Condition 30.04, if the governing law for the Notes, the Receipts, the Coupons and the Talons is specified in the applicable Issue Terms as being English law or is otherwise English law in accordance with Condition 30.03, subject to Condition 30.04b below, the English courts have jurisdiction to settle any dispute arising out of or in connection with any such Notes, Receipts, Coupons or Talons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with any such Notes, Receipts, Coupons and/or Talons (a "**Dispute**") and accordingly each of the Issuer and any Holder of such Notes, Receipts, Coupons or Talons in relation to any Dispute submits to the jurisdiction of the English courts.

**30.04b** Subject to Condition 30.04, to the extent allowed by law, each of the Holder of such Notes, Receipts, Coupons or Talons and the Issuer may, in respect of any Dispute or

Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

**30.04c** The Issuer irrevocably agrees that service of process in any such proceedings in England in relation to any Dispute shall be deemed completed on delivery to its London branch at Riverbank House, 2 Swan Lane, London EC4R 3BF, England (whether or not it is forwarded to and received by the Issuer). If for any reason such branch ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint another person as its agent for service of process in England in respect of any Dispute and shall immediately notify Holders of such appointment in accordance with Condition 23. Nothing shall affect the right to serve process in any manner permitted by law.

### **31. Additional Payouts Condition**

The following condition (the "**Payout Condition**"), subject to completion in the applicable Final Terms, relates to the payouts in respect of certain Notes as specified below. In particular, certain sections of the Payout Condition will be completed in the applicable Final Terms. Depending upon the relevant Reference Item, the provisions of Condition 7 (Index Linked Notes), Condition 8 (Equity Linked Notes), Condition 9 (Physical Delivery), Condition 10 (Fund Linked Notes) and Condition 12 (Provisions relating to Exchange Traded Funds), Condition 13 (Commodity Linked Notes) or Condition 14 (Currency Linked Notes), as applicable, will apply to the Notes, in each case as amended as set out in this Payout Condition. In the event of any inconsistency between any other provisions of the Terms and Conditions of the Notes and this Payout Condition, this Payout Condition shall prevail. In the event of any inconsistency between (i) other provisions of the Terms and Conditions of the Notes and/or this Payout Condition and (ii) the Final Terms, the Final Terms shall prevail.

#### **31.01 Final Redemption Amount**

If the Notes are specified in the applicable Final Terms as Non-Exempt Reference Item Linked Redemption Notes, the provisions of this Condition 31.01 will apply and:

**"Final Redemption Amount"** means an amount (which may never be less than zero) calculated by the Calculation Agent equal to:

- (a) if Capital Barrier Event is specified as applicable in the applicable Final Terms:
  - (i) if a Capital Barrier Event has occurred:
    - (w) if Final Redemption Amount 1 is specified in the applicable Final Terms:

Min (Calculation Amount x Relevant Reference Performance in respect of the Relevant Monitoring Date, Cap);
    - (x) if Final Redemption Amount 2 is specified in the applicable Final Terms:

Calculation Amount x (Relevant Reference Performance in respect of the Relevant Monitoring Date / Capital Barrier Level);
    - (y) if Final Redemption Amount 3 is specified in the applicable Final Terms:

Calculation Amount x (P% + [X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or

- (z) if Final Redemption Amount 4 is specified in the applicable Final Terms:

Calculation Amount x (X1% + [X% x Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or

- (ii) if a Capital Barrier Event has not occurred:

- (x) if Final Redemption Amount 7 is specified in the applicable Final Terms:

Calculation Amount x Z%;

or

- (y) otherwise:

- (A) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%:

- (1) if Final Redemption Amount 3 is specified in the applicable Final Terms:

Calculation Amount x (P% + [X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or

- (2) if Final Redemption Amount 4 is specified in the applicable Final Terms:

Calculation Amount x (X1% + [X% x Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or

- (B) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:

- (1) if Final Redemption Amount 3 is specified in the applicable Final Terms:

Calculation Amount x (P% + [X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)]);

- (2) if Final Redemption Amount 4 is specified in the applicable Final Terms:

Calculation Amount  $\times$  (X1% + [X%  $\times$  Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]);

- (3) if Final Redemption Amount 5 is specified in the applicable Final Terms:

Calculation Amount  $\times$  (P% + [Y%  $\times$  Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date))]); or

- (4) if Final Redemption Amount 6 is specified in the applicable Final Terms:

Calculation Amount  $\times$  (X2% + [Y%  $\times$  Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date – K2%))]);

- (b) if Put Strike Event is specified as applicable in the applicable Final Terms:

- (i) if a Put Strike Event has occurred:

Calculation Amount  $\times$  (Relevant Reference Performance in respect of the Relevant Monitoring Date / Put Strike Level); or

- (ii) if a Put Strike Event has not occurred:

- (x) if Final Redemption Amount 7 is specified in the applicable Final Terms:

Calculation Amount  $\times$  Z%; or

- (y) otherwise:

- (A) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%:

- (1) if Final Redemption Amount 3 is specified in the applicable Final Terms:

Calculation Amount  $\times$  (P% + [X%  $\times$  Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or

- (2) if Final Redemption Amount 4 is specified in the applicable Final Terms:

Calculation Amount  $\times$  (X1% + [X%  $\times$  Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or

(B) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:

(1) if Final Redemption Amount 5 is specified in the applicable Final Terms:

Calculation Amount  $\times$  (P% + [Y%  $\times$  Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date))]); or

(2) if Final Redemption Amount 6 is specified in the applicable Final Terms:

Calculation Amount  $\times$  (X2% + [Y%  $\times$  Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date - K2%))]);

(c) if the Notes are specified in the applicable Final Terms as Preference Share Linked Notes:

$$\text{Calculation Amount} \times \frac{\text{Preference Share Value}_{\text{final}}}{\text{Preference Share Value}_{\text{initial}}};$$

(d) if the Notes are specified in the applicable Final Terms as Mini-Future Short Redemption Notes:

(Calculation Amount  $\times$  Max [Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date]) / FX Rate in respect of such day;

(e) if the Notes are specified in the applicable Final Terms as IndiCap Redemption Notes:

$$\text{Calculation Amount} \times \max \left( \alpha \left( \sum_{i=1}^n W_i * \max(F_i; \min(\text{Cap}_i; A_i)) - K \right); \text{Floor} \right);$$

(f) if the Notes are specified in the applicable Final Terms as Himalayan Redemption Notes:

Calculation Amount  $\times$  max (F, min(C,  $\alpha$  (R-K))); or

(g) if the Notes are not specified in the applicable Final Terms as Preference Share Linked Notes, Mini-Future Short Redemption Notes, IndiCap Redemption Notes or Himalayan Redemption Notes and neither Capital Barrier Event nor Put Strike Event is specified as applicable in the applicable Final Terms;

Calculation Amount  $\times$  (100% + X%).

For the purposes of this definition of Final Redemption Amount for Preference Share Linked Notes, the Issue Price must be 100 per cent. of the Aggregate Principal Amount.

### 31.02 Non-Exempt Trigger Early Redemption Notes

If Condition 5.09 (Trigger Early Redemption) is specified in the applicable Final Terms, the provisions of this Condition 31.02 will apply and:

**"Trigger Early Redemption Amount"** is:

- (a) if Trigger Early Redemption Event 2 applies, an amount (which may never be less than zero) calculated by the Calculation Agent equal to:

$\text{Calculation Amount} \times (\text{X}\% + \text{Composite Rate in respect of the Trigger Event Date});$

- (b) if Trigger Early Redemption Event 4 applies, an amount (which may never be less than zero) calculated by the Calculation Agent equal to:

(Calculation Amount x Max [Floor, Relevant Reference Performance at such time as the Calculation Agent determines in its sole and absolute discretion within the First Number of Hours of the occurrence of the Trigger Early Redemption Event on the Relevant Monitoring Date related to the Trigger Event Date or at the determination of the Calculation Agent in its sole and absolute discretion, unless the relevant Reference Item is a Currency, if the Trigger Closing occurs before expiry of such First Number of Hours, such time as the Calculation Agent determines in its sole and absolute discretion within the Second Number of Hours of the Trigger Opening on the next Relevant Monitoring Date]) / FX Rate in respect of the relevant day; or

- (c) otherwise, as specified in the applicable Final Terms;

**"Trigger Early Redemption Date"** is as specified in the applicable Final Terms; and

**"Trigger Early Redemption Event"** means Trigger Early Redemption Event 1, Trigger Early Redemption Event 2, Trigger Early Redemption Event 3 or Trigger Early Redemption Event 4, as specified in the applicable Final Terms.

### **31.03 Interest Amount**

If the Notes are specified in the applicable Final Terms as Non-Exempt Reference Item Linked Interest Notes, the provisions of this Condition 31.03 will apply and:

**"Interest Amount"** means, in respect of an Interest Period:

- (a) if the Notes are specified in the applicable Final Terms as Interest Barrier Notes:

- (i) if an Interest Barrier Event occurs in respect of such Interest Period, an amount (which may never be less than zero) calculated by the Calculation Agent equal to:

$(\text{Calculation Amount} \times \text{Rate of Interest} \times \text{Day Count Fraction}) - \text{Paid Interest};$  or

- (ii) otherwise, zero; or

- (b) if the Notes are specified in the applicable Final Terms as Interest Reference Performance Notes, Digital Range Accrual Interest Notes, Floating Ratchet Interest Notes, Floating Participation Interest Notes, IndiCap Interest Notes, Yieldseeker Interest Notes or Yieldseeker Bonus Interest Notes, an amount (which may never be less than zero) calculated by the Calculation Agent equal to:

Calculation Amount  $\times$  Rate of Interest  $\times$  Day Count Fraction,

Provided That:

- (i) if Global Interest Cap Event is specified as applicable in the applicable Final Terms and a Global Interest Cap Event occurs in respect of an Interest Period:
  - (x) the Interest Amount otherwise determined in respect of such Interest Period as provided above will be reduced by an amount equal to the Global Interest in respect of such Interest Period less the Global Interest Cap; and
  - (y) the Interest Amount in respect of each Interest Period thereafter will be zero; and/or
- (ii) if Global Interest Floor Event is specified as applicable in the applicable Final Terms, the Notes are redeemed pursuant to Condition 5.01 (Redemption at Maturity), Condition 5.03 (Call Option), Condition 5.09 (Trigger Early Redemption), Condition 7.01 (Redemption of Index Linked Redemption Notes), Condition 8.01 (Redemption of Equity Linked Redemption Notes), Condition 11.01 (Redemption of Fund Linked Redemption Notes), Condition 12.01 (Redemption of ETF Linked Notes), Condition 13.01 (Redemption of Commodity Linked Redemption Notes), Condition 14.01 (Redemption of Currency Linked Redemption Notes) or Condition 15.01 (Redemption of Preference Share Linked Notes) and a Global Interest Floor Event occurs in respect of the final Interest Period, the Interest Amount otherwise determined in respect of such Interest Period as provided above will be increased by an amount equal to the Global Interest Floor less the Global Interest in respect of such Interest Period.

If the Notes are Switchable Interest Notes, the applicable interest basis in respect of the Notes will change as provided under "Change of Interest Basis" in the applicable Final Terms on:

- (a) if Issuer's Switch Option is specified as applicable in the applicable Final Terms and the Issuer gives a notice to the Holders in accordance with Condition 23 stating that the interest basis will change, on the date specified in such notice;
- (b) if Switchable Interest Trigger Event is specified as applicable in the applicable Final Terms and a Switchable Interest Trigger Event occurs, the Switch Interest Date; or
- (c) otherwise, the Switch Interest Date.

#### **31.04 Physical Delivery Payout**

If the Notes are specified in the applicable Final Terms as Non-Exempt Physical Delivery Notes, the provisions of this Condition 31.04 will apply and:

**"Entitlement"** means:

(Calculation Amount / Initial Valuation) / FX Rate.

"**Settlement Business Day**" means any day on which the Entitlement Clearing System is (or but for the occurrence of a Settlement Disruption Event would have been) open for the acceptance and execution of settlement instructions.

**32. Additional Definitions relating to the Payout Condition**

"**α**" means:

- (a) if Call Option is specified as applicable in the applicable Final Terms, 1; or
- (b) if Put Option is specified as applicable in the applicable Final Terms, -1.

"**AAA%**" is as specified in the applicable Final Terms.

"**A<sub>i</sub>**" means:

$$\frac{1}{\sum_{t=1}^T c(i,t)} \left( \sum_{t=1}^T c(i,t) * \max(LFi; \min(LCi; Si(t))) \right)$$

"**A<sub>i</sub><sup>(j)</sup>**" means, in respect of a Reference Item and an Observation Period, the weighted average of the Single Underlying Relevant Reference Performance in respect of such Reference Item and each Relevant Monitoring Date in the Observation Period, weighted by reference to the Weighting specified for such Relevant Monitoring Date or Observation Period, as the case may be, in the applicable Final Terms.

"**Basket Relevant Reference Performance**" means:

- (a) if Capital Barrier Event 3 or Trigger Early Redemption Event 4 applies, in respect of any time, the weighted average of the Single Underlying Relevant Reference Performance in respect of each Reference Item, such time and the Relevant Monitoring Date, weighted by reference to the Weighting specified for such Reference Item in the applicable Final Terms; or
- (b) otherwise, the weighted average of the Single Underlying Relevant Reference Performance in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Weighting specified for such Reference Item in the applicable Final Terms.

"**BBB%**" is as specified in the applicable Final Terms.

"**Best-of Basket Relevant Reference Performance**" means:

- (a) if Capital Barrier Event 3 applies or Trigger Early Redemption Event 4, the Single Underlying Relevant Reference Performance in respect of the Best Performer, the relevant time and the Relevant Monitoring Date; or
- (b) otherwise, the Single Underlying Relevant Reference Performance in respect of the Best Performer and the Relevant Monitoring Date.

**"Best Performer"** means the Reference Item in respect of which the Single Underlying Relevant Reference Performance is, in the determination of the Calculation Agent, the largest positive number, provided that if the Single Underlying Relevant Reference Performance is the same number with respect to two or more Reference Items the Calculation Agent shall determine the Best Performer.

**"Bonus<sub>H</sub>"** means AAA%.

**"BonusHigh"** is as specified in the applicable Final Terms.

**"Bonus<sub>L</sub>"** means BBB%.

**"BonusLow"** is as specified in the applicable Final Terms.

**"c"** is as specified in the applicable Final Terms.

**"C"** is as specified in the applicable Final Terms.

**"Cap"** is as specified in the applicable Final Terms.

**"Capital Barrier Event"** means Capital Barrier Event 1, Capital Barrier Event 2 or Capital Barrier Event 3, as specified in the applicable Final Terms.

**"Capital Barrier Event 1"** means the Relevant Reference Performance in respect of the Relevant Monitoring Date is:

- (a) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Capital Barrier Level; or
- (b) if Less than is specified as applicable in the applicable Final Terms, less than the Capital Barrier Level.

**"Capital Barrier Event 2"** means the Relevant Reference Performance in respect of any Relevant Monitoring Date is:

- (a) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Capital Barrier Level; or
- (b) if Less than is specified as applicable in the applicable Final Terms, less than the Capital Barrier Level.

**"Capital Barrier Event 3"** means the Relevant Reference Performance in respect of any time and a Relevant Monitoring Date is:

- (a) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Capital Barrier Level; or
- (b) if Less than is specified as applicable in the applicable Final Terms, less than the Capital Barrier Level.

**"Capital Barrier Level"** is as specified in the applicable Final Terms.

**"Composite Rate"** means, in respect of an Interest Period or a Relevant Monitoring Date, a rate calculated by the Calculation Agent equal to the sum, for each Floating Rate Option specified in the applicable Final Terms of:

Reference Interest Rate Weighting × Reference Interest Rate.

**"Entitlement Clearing System"** is as specified in the applicable Final Terms.

**"Exchange Rate"** is as specified in the applicable Final Terms.

**"F"** is as specified in the applicable Final Terms.

**"First Number of Hours"** is as specified in the applicable Final Terms.

**"First Outperformance Reference Item"** is as specified in the applicable Final Terms.

**"Floor"** is as specified in the applicable Final Terms.

**"FX Rate"** means:

- (a) if the Notes are specified in the applicable Final Terms as Mini-Future Short Redemption Notes and/or Trigger Early Redemption Event 4 applies, in respect of a Relevant Monitoring Date, the Trigger FX Currency/Specified Currency spot rate of exchange appearing on the Trigger FX Price Source (or any Trigger FX Price Source Successor) at the Trigger FX Valuation Time on such Relevant Monitoring Date (expressed as the number of units (or part units) of the Trigger FX Currency for which one unit of the Specified Currency can be exchanged) or, if such rate does not so appear on the Trigger FX Price Source (or any Trigger FX Price Source Successor as aforesaid), the rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) and at such time(s) as it determines appropriate; or
- (b)
  - (i) if FX Rate is specified as applicable in the applicable Final Terms, the Exchange Rate in respect of the last occurring Monitoring Date; or
  - (ii) if FX Rate is not specified as applicable in the applicable Final Terms, one.

**"Global Interest"** means, in respect of an Interest Period, the sum of (a) the Interest Amount in respect of each principal amount of Notes equal to the Calculation Amount and each previous Interest Period and (b) the Interest Amount in respect of each principal amount of Notes equal to the Calculation Amount and such Interest Period (ignoring for such purposes the proviso to the definition of Interest Amount).

**"Global Interest Cap"** is as specified in the applicable Final Terms.

**"Global Interest Cap Event"** means, in respect of an Interest Period, the Global Interest in respect of such Interest Period is greater than the Global Interest Cap.

**"Global Interest Floor"** is as specified in the applicable Final Terms.

**"Global Interest Floor Event"** means, in respect of an Interest Period, the Global Interest in respect of such Interest Period is less than the Global Interest Floor.

"i" means a Reference Item.

**"Initial Monitoring Date"** means each date specified as such in the applicable Final Terms.

**"Initial Valuation"** is:

- (a) the level or price specified in the applicable Final Terms; or
- (b) if not so specified, Initial Valuation 1, Initial Valuation 2, Initial Valuation 3 or Initial Valuation 4, as specified in the applicable Final Terms.

**"Initial Valuation 1"** means:

- (a) if Capital Barrier Event 3 applies, the Reference Item Level in respect of a Reference Item, the relevant time and the Relevant Initial Monitoring Date; or
- (b) otherwise, the Reference Item Level in respect of a Reference Item and the Relevant Initial Monitoring Date.

**"Initial Valuation 2"** means:

- (a) if Capital Barrier Event 3 applies, the arithmetic average of the Reference Item Levels in respect of a Reference Item, the relevant time and the Initial Monitoring Dates in respect of the Relevant Monitoring Date; or
- (b) otherwise, the arithmetic average of the Reference Item Levels in respect of a Reference Item and the Initial Monitoring Dates in respect of the Relevant Monitoring Date.

**"Initial Valuation 3"** means:

- (a) if Capital Barrier Event 3 applies, the highest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date; or
- (b) otherwise, the highest of the Reference Item Levels in respect of a Reference Item and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date.

**"Initial Valuation 4"** means:

- (a) if Capital Barrier Event 3 applies, the lowest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date; or
- (b) otherwise, the lowest of the Reference Item Levels in respect of a Reference Item and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date.

**"Interest Barrier Event"** means the Relevant Reference Performance in respect of any Relevant Monitoring Date in respect of the relevant Interest Period is equal to or greater than the Interest Barrier Level.

**"Interest Barrier Level"** is as specified in the applicable Final Terms.

"J" means an Observation Period.

" $k_i$ " means the Initial Valuation in respect of a Reference Item.

"K" is as specified in the applicable Final Terms.

"K1%" is as specified in the applicable Final Terms.

"K2%" is as specified in the applicable Final Terms.

"LC" is as specified in the applicable Final Terms.

"LF" is as specified in the applicable Final Terms.

"LR<sup>(J)</sup>" means:

$$\min(LC^{(J)}, \max(LF^{(J)}, P^{(J)}))$$

"M" means the number of Observation Periods.

"Maximum Rate of Interest" means, in respect of an Interest Period:

(a) if Composite Rate Cap is specified in the applicable Final Terms:

XXX% + Composite Rate; or

(b) otherwise, as specified in the applicable Final Terms.

"Minimum Rate of Interest" means, in respect of an Interest Period:

(a) if Composite Rate Floor is specified in the applicable Final Terms:

XXX% + Composite Rate; or

(b) otherwise, as specified in the applicable Final Terms.

"Monitoring Date" means each date specified as such in the applicable Final Terms.

"n" means the number of Reference Items.

"nn" means:

(a) if the Notes are specified in the applicable Final Terms as Interest Barrier Notes, the number of Relevant Monitoring Dates in respect of the relevant Interest Period in respect of which the Relevant Reference Performance is equal to or greater than the Interest Barrier Level; or

(b) if the Notes are specified in the applicable Final Terms as Digital Range Accrual Interest Notes, the number of Range Observation Dates in the Range Observation Period in respect of the relevant Interest Period on which the Composite Rate is:

(i) if Lower Barrier is specified as applicable in the applicable Final Terms:

- (x) if Equal to or Greater than is specified as applicable in the applicable Final Terms, equal to or greater than the Interest Barrier Level; or
- (y) if Greater than is specified as applicable in the applicable Final Terms, greater than the Interest Barrier Level; and/or
- (ii) if Upper Barrier is specified as applicable in the applicable Final Terms:
  - (x) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Interest Barrier Level; or
  - (y) if Less than is specified as applicable in the applicable Final Terms, less than the Interest Barrier Level.

"**nth**" means the number specified as such in the applicable Final Terms.

"**N**" means:

- (a) if Rate of Interest 1 applies, an integer corresponding to the number of Relevant Monitoring Dates in the period from (but excluding) the Trade Date to (and including) the Relevant Monitoring Date immediately preceding the Interest Payment Date for the relevant Interest Period; or
- (b) if Rate of Interest 2 applies:
  - (i) if the Notes are specified in the applicable Final Terms as Interest Barrier Notes, the number of Relevant Monitoring Dates in respect of the relevant Interest Period; or
  - (ii) if the Notes are specified in the applicable Final Terms as Digital Range Accrual Interest Notes, the number of Range Observation Dates in the Range Observation Period in respect of the relevant Interest Period.

"**Outperformance Relevant Reference Performance**" means:

- (a) if Capital Barrier Event 3 or Trigger Early Redemption Event 4 applies, an amount equal to (a) the Specified Outperformance Relevant Reference Performance in respect of the First Outperformance Reference Item, the relevant time and the Relevant Monitoring Date minus (b) the Specified Outperformance Relevant Reference Performance in respect of the Second Outperformance Reference Item, the relevant time and the Relevant Monitoring Date; or
- (b) otherwise, an amount equal to (a) the Specified Outperformance Relevant Reference Performance in respect of the First Outperformance Reference Item and the Relevant Monitoring Date minus (b) the Specified Outperformance Relevant Reference Performance in respect of the Second Outperformance Reference Item and the Relevant Monitoring Date.

"**P%**" is as specified in the applicable Final Terms.

"**Paid Interest**" means, in respect of an Interest Period:

- (a) if Memory Feature is specified as applicable in the applicable Final Terms, the sum of the Interest Amount in respect of each principal amount of Notes equal to the Calculation Amount and each previous Interest Period; or
- (b) if Memory Feature is not specified as applicable in the applicable Final Terms, zero.

" $P_i^{(j)}$ " means:

$$(A_i^{(j)} / k_i) - 1.$$

" $P_0^{(j)}$ " means:

$$\frac{1}{n} \sum_{i=1}^n P_i^{(j)}$$

" $P^{(j)}$ " means:

- (a) if Ranked Performance is specified in the applicable Final Terms,  $P_i^{(j)}$  in respect of the Ranked Reference Item; or
- (b) if Average Performance is specified in the applicable Final Terms,  $P_0^{(j)}$ .

"**Preference Share Value<sub>final</sub>**" means the Preference Share Value on the Final Valuation Date.

"**Preference Share Value<sub>initial</sub>**" means the Preference Share Value on the Initial Valuation Date.

"**Put Strike Event**" means the Relevant Reference Performance in respect of any Relevant Monitoring Date is less than the Put Strike Level.

"**Put Strike Level**" is as specified in the applicable Final Terms.

"**R**" means:

- (a) if Average Return is specified as applicable in the applicable Final Terms:

$$\frac{1}{M} \sum_{j=1}^M LR^{(j)}$$

- (b) if Summed Return is specified as applicable in the applicable Final Terms:

$$\sum_{j=1}^M LR^{(j)} \quad ; \text{ or}$$

- (c) if Compounded Return is specified as applicable in the applicable Final Terms:

$$\prod_{j=1}^M (1 + LR^{(j)}) - 1$$

"**Range Observation Cut-Off Date**" is as specified in the applicable Final Terms.

"**Range Observation Date**" is as specified in the applicable Final Terms.

**"Range Observation Period"** is as specified in the applicable Final Terms.

**"Ranked Reference Item"** means the Reference Item in respect of which  $P_i^{(j)}$  is, in the determination of the Calculation Agent, ranked as the nth number (for which purposes the largest positive  $P_i^{(j)}$  (or, if none, the smallest negative  $P_i^{(j)}$ ) will be ranked as the first number), provided that if  $P_i^{(j)}$  is the same number with respect to two or more Reference Items the Calculation Agent shall determine the Ranked Reference Item.

**"Ranked Relevant Reference Performance"** means:

- (a) if Capital Barrier Event 3 or Trigger Early Redemption Event 4 applies, the weighted average of the Single Underlying Relevant Reference Performances in respect of each Reference Item, the relevant time and the Relevant Monitoring Date, weighted by reference to the Ranked Weighting which will be allocated to such Reference Item on the basis of the ranking of the relevant Single Underlying Relevant Reference Performance; or
- (b) otherwise, the weighted average of the Single Underlying Relevant Reference Performances in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Ranked Weighting which will be allocated to such Reference Item on the basis of the ranking of the relevant Single Underlying Relevant Reference Performance.

**"Ranked Weighting"** is as specified in the applicable Final Terms.

**"Rate of Interest"** means, in respect of an Interest Period, Rate of Interest 1, Rate of Interest 2, Rate of Interest 3, Rate of Interest 4, Rate of Interest 5, Rate of Interest 6, Rate of Interest 7, Rate of Interest 8 or Rate of Interest 9, as specified in the applicable Final Terms.

**"Rate of Interest 1"** means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:

$$\text{XXX}\% \times N.$$

**"Rate of Interest 2"** means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:

$$\text{XXX}\% \times (nn / N).$$

**"Rate of Interest 3"** means, in respect of an Interest Period, XXX%.

**"Rate of Interest 4"** means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:

$$P\% \times [T\% + \text{Max}(\text{Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date in respect of the relevant Interest Period} - \text{XXX}\%)].$$

**"Rate of Interest 5"** means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:

$$\text{Rate of Interest in respect of the previous Interest Period} + \text{XXX}\% + \text{Composite Rate.}$$

**"Rate of Interest 6"** means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:

XXX% + Composite Rate.

**"Rate of Interest 7"** means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:

YYY% x [T% + Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date in respect of the relevant Interest Period – Z%)] + Composite Rate.

**"Rate of Interest 8"** means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:

YYY% x [T% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date in respect of the relevant Interest Period – Z%)] + Composite Rate.

**"Rate of Interest 9"** means, in respect of an Interest Period, a rate calculated by the Calculation Agent equal to:

- (a) if the Yieldseeker Bonus Performance in respect of the Relevant Monitoring Date for the Interest Period is equal to or greater than the Yieldseeker High Barrier, Bonus<sub>H</sub>;
- (b) if the Yieldseeker Bonus Performance in respect of the Relevant Monitoring Date for the Interest Period is equal to or less than the Yieldseeker Low Barrier, Bonus<sub>L</sub>; or
- (c) otherwise, the Yieldseeker Bonus Performance in respect of the Relevant Monitoring Date for the Interest Period.

**"Reference Interest Rate"** means:

- (a) for the purposes of Rate of Interest 2 or Trigger Early Redemption Event 2:
  - (iii) in respect of a Floating Rate Option and a day which is a Reference Interest Rate Business Day, the ISDA Rate that would be determined pursuant to Condition 4 were ISDA Rate Determination applicable with the Reference Interest Rate provisions specified in relation to such Floating Rate Option under the Reference Item Linked Interest Notes or Trigger Early Redemption provisions, as applicable, in the applicable Final Terms and references therein to "Rate of Interest" and "Interest Period" to "Reference Interest Rate" and "Reference Interest Rate Business Day" respectively; or
  - (iv) in respect of a Floating Rate Option and a day which is not a Reference Interest Rate Business Day, the Reference Interest Rate in respect of the immediately preceding Reference Interest Rate Business Day,

Provided That if the Notes are specified in the applicable Final Terms as Digital Range Accrual Interest Notes, the Reference Interest Rate in respect of each Range Observation Date in the relevant Range Observation Period falling after the Range Observation Cut-Off Date in such Range Observation Period will be the Reference Interest Rate in respect of the Range Observation Cut-Off Date; or

- (b) for the purposes of Switchable Interest Trigger Event, Rate of Interest 5, Rate of Interest 6, Rate of Interest 7 or Rate of Interest 8, in respect of a Floating Rate Option and an Interest Period, the ISDA Rate that would be determined pursuant to Condition 4 were ISDA Rate Determination applicable with the Reference Interest Rate provisions specified in relation to such Floating Rate Option under the Change of Interest Basis or Reference Item Linked Interest Notes provisions, as applicable, in the applicable Final Terms and references therein to "Rate of Interest" to "Reference Interest Rate".

**"Reference Interest Rate Business Day"** means:

- (a) 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 locations specified for such purposes in the applicable Final Terms; and/or
- (b) if TARGET2 is specified for such purposes in the applicable Final Terms, a day which is a TARGET2 Business Day.

**"Reference Interest Rate Weighting"**, in respect of a Floating Rate Option, is as specified in the applicable Final Terms.

**"Reference Item Level"** means:

- (a) where the Reference Item is an Index, the Reference Level;
- (b) where the Reference Item is an Equity or an ETF Fund Share, the Reference Price;
- (c) where the Reference Item is a Commodity, the Relevant Price; or
- (d) where the Reference Item is a Currency, the Currency Price,

in each case assuming for such purposes that the Notes relate to a single Reference Item.

**"Relevant Initial Monitoring Date"** means each Initial Monitoring Date specified as such in the applicable Final Terms.

**"Relevant Monitoring Date"** means each Monitoring Date specified as such in the applicable Final Terms.

**"Relevant Reference Performance"** means Single Underlying Relevant Reference Performance, Basket Relevant Reference Performance, Best-of Basket Relevant Reference Performance, Outperformance Relevant Reference Performance, Ranked Relevant Reference Performance or Worst-of Basket Relevant Reference Performance, as specified in the applicable Final Terms.

**"Relevant Valuation"** means Relevant Valuation 1, Relevant Valuation 2, Relevant Valuation 3 or Relevant Valuation 4, as specified in the applicable Final Terms.

**"Relevant Valuation 1"** means:

- (a) for the purposes of Capital Barrier Event 3 or Trigger Early Redemption Event 4, the Reference Item Level in respect of a Reference Item, the relevant time and the Relevant Monitoring Date; or
- (b) otherwise, the Reference Item Level in respect of a Reference Item and the Relevant Monitoring Date.

**"Relevant Valuation 2"** means:

- (a) for the purposes of Capital Barrier Event 3, the arithmetic average of the Reference Item Levels in respect of a Reference Item, the relevant time and the Monitoring Dates in respect of the Relevant Monitoring Date; or
- (b) otherwise, the arithmetic average of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.

**"Relevant Valuation 3"** means:

- (a) for the purposes of Capital Barrier Event 3, the highest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Monitoring Dates in respect of the Relevant Monitoring Date; or
- (b) otherwise, the highest of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.

**"Relevant Valuation 4"** means:

- (a) for the purposes of Capital Barrier Event 3, the lowest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Monitoring Dates in respect of the Relevant Monitoring Date; or
- (b) otherwise, the lowest of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.

**"S"** means Single Underlying Relevant Reference Performance in respect of the Relevant Monitoring Date.

**"Second Number of Hours"** is as specified in the applicable Final Terms.

**"Second Outperformance Reference Item"** is as specified in the applicable Final Terms.

**"Single Underlying Relevant Reference Performance"** means:

- (a) for the purposes of a Capital Barrier Event or Put Strike Event:
  - (i) if Capital Barrier Event 3 applies:
  - (x) if Final – Initial Level is specified as applicable in the applicable Final Terms:

Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date / Initial Valuation, if applicable, in respect of the relevant time and the Relevant Initial Monitoring Date; or

(y) otherwise:

Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date; or

(ii) if Capital Barrier Event 3 does not apply:

(x) if Final – Initial Level is specified as applicable in the applicable Final Terms:

Relevant Valuation in respect of the Relevant Monitoring Date / Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date; or

(y) otherwise:

Relevant Valuation in respect of the Relevant Monitoring Date;

(b) if the Notes are specified in the applicable Final Terms as Mini-Future Short Redemption Notes and/or Trigger Early Redemption Event 4 applies:

(i) for the purposes of determining Trigger Early Redemption Event 4 and the Trigger Early Redemption Amount:

Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date - Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date; or

(ii) for the purposes of determining the Final Redemption Amount:

Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date – Relevant Valuation in respect of the Relevant Monitoring Date; or

(c) if the Notes are specified in the applicable Final Terms as Himalayan Redemption Notes:

Relevant Valuation in respect of the Relevant Monitoring Date; or

(d) for other purposes:

Relevant Valuation in respect of the Relevant Monitoring Date / Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date.

**"Single Yieldseeker Bonus Performance"** means:

(a) if the Relevant Reference Performance in respect of the relevant Reference Item and the Relevant Monitoring Date is equal to or greater than  $Cap_i$ ,  $BonusHigh_i$ ;

- (b) if the Relevant Reference Performance in respect of the relevant Reference Item and the Relevant Monitoring Date is equal to or less than  $Floor_i$ ,  $BonusLow_i$ ; or
- (c) otherwise, the Relevant Reference Performance in respect of the relevant Reference Item and the Relevant Monitoring Date.

**"Specified Outperformance Relevant Reference Performance"** means Basket Relevant Reference Performance, Best-of Basket Relevant Reference Performance, Ranked Relevant Reference Performance, Single Underlying Relevant Reference Performance or Worst-of Basket Relevant Reference Performance, as specified in the applicable Final Terms.

**"Switch Barrier Level"** is as specified in the applicable Final Terms.

**"Switch Interest Date"** is as specified in the applicable Final Terms.

**"Switchable Interest Trigger Event"** means the Composite Rate in respect of an Interest Period is:

- (a) if Upper Switch Barrier is specified as applicable in the applicable Final Terms:
  - (i) if Equal to or Greater than is specified as applicable in the applicable Final Terms, equal to or greater than the Switch Barrier Level; or
  - (ii) if Greater than is specified as applicable in the applicable Final Terms, greater than the Switch Barrier Level; or
- (b) if Lower Switch Barrier is specified as applicable in the applicable Final Terms:
  - (i) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Switch Barrier Level; or
  - (ii) if Less than is specified as applicable in the applicable Final Terms, less than the Switch Barrier Level.

**"t"** means a Relevant Monitoring Date.

**"T"** means the number of Relevant Monitoring Dates.

**"T%"** is as specified in the applicable Final Terms.

**"Trigger Barrier Level"** is as specified in the applicable Final Terms.

**"Trigger Closing"** means:

- (a) where the Reference Item is an Index:
  - (i) where the Index is not specified in the applicable Final Terms as being a Multi-Exchange Index, the actual closing time for the Exchange's regular trading session; or
  - (ii) where the Index is specified in the applicable Final Terms as being a Multi-Exchange Index, the time at which the official closing level of the Index is calculated and published by the Index Sponsor;

- (b) where the Reference Item is an Equity or an ETF Fund Share, the actual closing time for the Exchange's regular trading session; or
- (c) where the Reference Item is a Commodity, the actual closing time for the regular trading session of the market or exchange determined by the Calculation Agent to be relevant for trading in such Commodity (which, for the avoidance of doubt, may be the Exchange),

all as determined by the Calculation Agent in its sole and absolute discretion.

**"Trigger Early Redemption Event 1"** means the Relevant Reference Performance in respect of a Relevant Monitoring Date (the **"Trigger Event Date"**) is:

- (a) if Lower Trigger Barrier is specified as applicable in the applicable Final Terms:
  - (i) if Equal to or Greater than is specified as applicable in the applicable Final Terms, equal to or greater than the Trigger Barrier Level; or
  - (ii) if Greater than is specified as applicable in the applicable Final Terms, greater than the Trigger Barrier Level; and/or
- (b) if Upper Trigger Barrier is specified as applicable in the applicable Final Terms:
  - (i) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Trigger Barrier Level; or
  - (ii) if Less than is specified as applicable in the applicable Final Terms, less than the Trigger Barrier Level.

**"Trigger Early Redemption Event 2"** means the Composite Rate in respect of a Relevant Monitoring Date (the **"Trigger Event Date"**) is:

- (a) if Upper Trigger Barrier is specified as applicable in the applicable Final Terms:
  - (i) if Equal to or Greater than is specified as applicable in the applicable Final Terms, equal to or greater than the Trigger Barrier Level; or
  - (ii) if Greater than is specified as applicable in the applicable Final Terms, greater than the Trigger Barrier Level; or
- (b) if Lower Trigger Barrier is specified as applicable in the applicable Final Terms:
  - (i) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Trigger Barrier Level; or
  - (ii) if Less than is specified as applicable in the applicable Final Terms, less than the Trigger Barrier Level.

**"Trigger Early Redemption Event 3"** means the Global Interest in respect of the Interest Period in which the Relevant Monitoring Date falls (the **"Trigger Event Date"**) is equal to or greater than the Trigger Barrier Level.

**"Trigger Early Redemption Event 4"** means the Relevant Reference Performance in respect of any time and a Relevant Monitoring Date in the Trigger Event Period (the **"Trigger Event Date"**) is greater than the Trigger Barrier Level.

**"Trigger Event Period"** is as specified in the applicable Final Terms.

**"Trigger FX Currency"** is as specified in the applicable Final Terms.

**"Trigger FX Price Source"** is as specified in the applicable Final Terms.

**"Trigger FX Price Source Successor"** means:

- (a) the successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the previous Trigger FX Price Source; or
- (b) if the sponsor has not officially designated a successor display page, other published source, service or provider (as the case may be), the successor display page, other published source, service or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor).

**"Trigger FX Valuation Time"** is as specified in the applicable Final Terms.

**"Trigger Opening"** means:

- (a) where the Reference Item is an Index:
  - (i) where the Index is not specified in the applicable Final Terms as being a Multi-Exchange Index, the actual opening time for the Exchange's regular trading session; or
  - (ii) where the Index is specified in the applicable Final Terms as being a Multi-Exchange Index, the latest actual opening time for the regular trading session of all the exchanges determined by the Calculation Agent to be relevant for trading in the Component Securities;
- (b) where the Reference Item is an Equity or an ETF Fund Share, the actual opening time for the Exchange's regular trading session; or
- (c) where the Reference Item is a Commodity, the actual opening time for the regular trading session of the market or exchange determined by the Calculation Agent to be relevant for trading in such Commodity (which, for the avoidance of doubt, may be the Exchange),

all as determined by the Calculation Agent in its sole and absolute discretion.

**"Weighting"** or **"w"** is as specified in the applicable Final Terms.

**"Worst-of Basket Relevant Reference Performance"** means:

- (a) if Capital Barrier Event 3 or Trigger Early Redemption Event 4 applies, the Single Underlying Relevant Reference Performance in respect of the Worst Performer, the relevant time and the Relevant Monitoring Date; or
- (b) otherwise, the Single Underlying Relevant Reference Performance in respect of the Worst Performer and the Relevant Monitoring Date.

**"Worst Performer"** means the Reference Item in respect of which the Single Underlying Relevant Reference Performance is, in the determination of the Calculation Agent, the smallest positive number, provided that if the Single Underlying Relevant Reference Performance is the same number with respect to two or more Reference Items the Calculation Agent shall determine the Worst Performer.

**"X%"** is as specified in the applicable Final Terms.

**"XXX%"** is as specified in the applicable Final Terms.

**"X1%"** is as specified in the applicable Final Terms.

**"X2%"** is as specified in the applicable Final Terms.

**"Y%"** is as specified in the applicable Final Terms.

**"YYY%"** is as specified in the applicable Final Terms.

**"Yieldseeker Bonus Performance"** means the weighted average of the Single Yieldseeker Bonus Performance in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Weighting specified for such Reference Item in the applicable Final Terms.

**"Yieldseeker High Barrier"** means XXX%.

**"Yieldseeker Low Barrier"** means YYY%.

**"Z%"** is as specified in the applicable Final Terms.

## FORM OF FINAL TERMS FOR NON-EXEMPT NOTES

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – [Other than with respect to offers of the Notes in [*specify jurisdiction(s) for which a PRIIPs KID is being prepared*] [during the period[s] [x]-[x] *repeats periods as necessary,*] [T]/[t]he Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended). Consequently[, save as provided above,] no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") - [*To insert notice if classification of the Notes is not "capital markets products other than prescribed capital markets products", pursuant to Section 309B of the SFA or Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).*] (N.B. Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA)

**[THE NOTES ARE SUBJECT TO CONVERSION IN WHOLE OR IN PART – BY MEANS OF A TRANSACTION OR SERIES OF TRANSACTIONS AND IN ONE OR MORE STEPS – INTO COMMON SHARES OF ROYAL BANK OF CANADA OR ANY OF ITS AFFILIATES UNDER SUBSECTION 39.2(2.3) OF THE CANADA DEPOSIT INSURANCE CORPORATION ACT (CANADA) (“CDIC ACT”) AND TO VARIATION OR EXTINGUISHMENT IN CONSEQUENCE AND SUBJECT TO THE APPLICATION OF THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN IN RESPECT OF THE OPERATION OF THE CDIC ACT WITH RESPECT TO THE NOTES.]<sup>1</sup>**

Final Terms dated •

[Logo]

**ROYAL BANK OF CANADA**  
(a Canadian chartered bank)

Legal entity identifier (LEI): ES7IP3U3RHIGC71XBU11

Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]  
under the Programme for the Issuance of Securities

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

<sup>1</sup> Legend to be included on front of the Final Terms if the Notes are Bail-inable Securities.

- (i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph [13(f)] of Part B below, provided such person is a Dealer or Authorised Offeror (as such term is defined in the Base Prospectus (as defined below)) and that such 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]<sup>2</sup> in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of Notes in any other circumstances.<sup>3</sup>

## 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 in the Structured Securities Base Prospectus dated October 12, 2018 [and the supplemental Prospectus[es] dated [●]]<sup>4</sup> which [together] constitute[s] a base prospectus for the purposes of 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 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 Notes (which comprises the summary in the Base Prospectus as completed to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base Prospectus has been published on the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)), the Central Bank of Ireland (<http://www.centralbank.ie>) and the Issuer ([rbccm.com/privatebanksolutions](http://rbccm.com/privatebanksolutions)) and copies may be obtained from the offices of the Issuer, Royal Bank Plaza, 200 Bay Street, 8th Floor, South Tower, Toronto, Ontario, Canada and the offices of the Issuing and Paying Agent, One Canada Square, London E14 5AL, England.]

*[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 this Base Prospectus to tap such a previous issue, the final terms in this Base Prospectus may (and will, if the previous issue was issued under a pre-1 July 2012 Base Prospectus) take a different form to the final terms 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*] [and the supplemental Prospectus[es] dated [●]] which are incorporated by reference in the Base

<sup>2</sup> Include this legend only where there is a non-exempt offer of Notes anticipated.

<sup>3</sup> Do not include if the "Prohibition of Sales to EEA Retail Investors" legend and the related selling restriction is applicable in all jurisdictions at all times.

<sup>4</sup> If a supplemental Prospectus amends the Conditions other than for the relevant Notes, only include its details if the Conditions have been amended for the purposes of all future issues under the Programme.

Prospectus dated [current date] [and the supplemental Prospectus[es] dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated [current date] [and the supplemental Prospectus[es] dated [●]]<sup>4</sup>, which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms (including the Conditions) and the Base Prospectus dated [current date] [and the supplemental Prospectus[es] dated [●]]. The Base Prospectus has been published on the website of Euronext Dublin (www.ise.ie), the Central Bank of Ireland (http://www.centralbank.ie) and the Issuer (rbccm.com/privatebanksolutions) and copies may be obtained from the offices of the Issuer, Royal Bank Plaza, 200 Bay Street, 8<sup>th</sup> Floor, South Tower, Toronto, Ontario, Canada and the offices of the Issuing and Paying Agent, One Canada Square, London E14 5AL, England.]

*[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.]*

[By investing in the Notes each investor represents that:

(a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to invest in the Notes and as to whether the investment in the Notes is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer or any Dealer as investment advice or as a recommendation to invest in the Notes, it being understood that information and explanations related to the Conditions of the Notes shall not be considered to be investment advice or a recommendation to invest in the Notes. No communication (written or oral) received from the Issuer or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the Notes.

(b) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and the risks of the investment in the Notes. It is also capable of assuming, and assumes, the risks of the investment in the Notes.

(c) **Status of Parties.** Neither the Issuer nor any Dealer is acting as fiduciary for or adviser to it in respect of the investment in the Notes.]<sup>5</sup>

- |    |                             |  |
|----|-----------------------------|--|
| 1. | Issuer:                     | Royal Bank of Canada   |
|    | Branch of Account / Branch: | [Not Applicable] [London Branch] [Main Toronto Branch located at 200 Bay Street, Toronto, Ontario, Canada] |
| 2. | [(i)]Series Number:         | [ ]  |
|    | [(ii)]Tranche Number:       | [ ]  |

*(For Preference Share Linked Notes, to avoid adversely affecting the tax treatment of the original issuance, the nominal value*

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<sup>5</sup> Insert for Reference Item Linked Notes only, as appropriate.

*of further issuances must not exceed the nominal value of the original issuance. If further issuances are to be made after the original further issuance, the aggregate value of further issuances must not exceed the nominal value of the original issue.)*

- Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [[the Issue Date/the date that is 40 days after the Issue Date/Exchange Date referred to in paragraph 44 below]/[*specify other date*]]
3. Specified Currency or Currencies: [ ]  
(Condition 1.12)
4. Aggregate Principal Amount: [ ]
- [(i)]Series: [ ]
- [(ii)]Tranche: [ ]
5. Issue Price: [ ] per cent of the Aggregate Principal Amount [plus accrued interest from [*insert date*] (*in the case of fungible issues only (if applicable)*)]
- [*For Preference Share Linked Notes:*  
100% of the Aggregate Principal Amount]
6. (a) Specified Denominations: [ ]  
(Condition 1.10, 1.11 or 1.11a)
- [*N.B. where Bearer Notes with multiple denominations are being used, the following sample wording should be followed:*
- [*●*] [and integral multiples of [*●*] in excess thereof up to and including [*●*]. No Notes in definitive form will be issued with a denomination above [*●*.]<sup>6</sup>
- [So long as the Notes are represented by a Temporary Global Note or Permanent Global Note and the relevant clearing

<sup>6</sup> If item 37 indicates that a Global Note is exchangeable for Definitive Notes at the option of a Holder, the Specified Denominations may not include integral multiples.

system(s) so permit, the Notes will be tradeable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) and higher integral multiples of [●], notwithstanding that no definitive Notes will be issued with a denomination above [●].

- (b) Calculation Amount: [ ] *[[If only one Specified Denomination and no integral multiples in excess thereof, insert the Specified Denomination. If there is more than one Specified Denomination, and no integral multiples in excess thereof, insert the highest common factor of the Specified Denominations. If there are integral multiples in excess of the Specified Denomination(s), insert the highest common factor of the integral multiples and the Specified Denomination(s).] [Note – there must be a common factor in the case of two or more Specified Denominations or integral multiples in excess of the Specified Denomination(s).]*
- (c) Minimum Trading Size: [Applicable: [●]/Not Applicable]
7. (i) Issue Date: [ ]
- (N.B. For Preference Share Linked Note, the Preference Shares should already be in issue)*
- (ii) Interest Commencement Date [Specify/Issue Date /Not Applicable]
8. Maturity Date: [specify date or for Floating Rate Notes Interest Payment Date falling in or nearest to the relevant month and year]
- (In the case of Reference Item Linked Notes, if required in addition to Condition 18.16, consider providing for postponement of Maturity Date for a Market Disruption Event or Settlement Disruption Event to ensure sufficient time between final valuation and maturity or to account for the delayed delivery, as applicable)*
- [For Preference Share Linked Notes:
- [●] or if later [three] Business Days after

the Final Valuation Date]]

9. Interest Basis:

[[•] per cent. Fixed Rate]

[specify reference rate] +/-][•] per cent. Floating Rate]

[Zero Coupon]

Non-Exempt Reference Item Linked Interest Notes

[Currency Linked Interest]

[Commodity Linked Interest]

[Equity Linked Interest]

[Index Linked Interest]

[Fund Linked Interest (ETF)]

[Interest Barrier Notes]

[Interest Reference Performance Notes]

[Digital Range Accrual Interest Notes]

[Floating Ratchet Interest Notes]

[Floating Participation Interest Notes]

[IndiCap Interest Notes]

[Yieldseeker Interest Notes]

[Yieldseeker Bonus Interest Notes]

[Non-interest bearing]

*(Further particulars specified below)*

*(N.B. If two or more of the above apply, state which are applicable and complete the relevant particulars)*

10. [(a)] Redemption Basis<sup>7</sup>:

Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [their Final Redemption Amount specified in item 26 below]/ [ ] per cent. of their principal amount]

Non-Exempt Reference Item Linked Redemption Notes

[Currency Linked Redemption]

<sup>7</sup> If the Final Redemption Amount is other than 100 per cent. of the principal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.

- [Commodity Linked Redemption]
- [Equity Linked Redemption]
- [Index Linked Redemption]
- [Fund Linked Redemption (ETF)]
- [Preference Share Linked Redemption]
- [Non-Exempt Physical Delivery Notes]

*(N.B. If two or more of the above apply, state which are applicable and complete the relevant particulars)*

[(b) Protection Amount: [Principal Protected/[•] per cent. of the Calculation Amount /Not Applicable]]<sup>8</sup>

11. Change of Interest Basis: [Applicable]/[Not Applicable *(if not applicable delete (A) to (F))*] [*Specify the date when any interest basis and, as applicable, change from and to Rate of Interest [1/2/3/4/5/6/7/8/9] occurs and/or cross refer to paragraph 19 below and identify there / Not Applicable*]

[(A) Issuer's Switch Option: [Applicable] / [Not Applicable]

(B) Switchable Interest Trigger Event: [Applicable] / [Not Applicable] *(If not applicable delete paragraphs (A) to (D) below, if applicable, complete and repeat for each Floating Rate Option)*

(i) Floating Rate Option: [ ]

(ii) Reference Interest Rate Weighting: [ ]

(iii) Designated Maturity: [ ]

(iv) Reset Date: [ ]

(C) Switch Barrier Level: [ ] / [Not Applicable]

(D) Lower Switch Barrier: [Applicable] / [Not Applicable *(if not applicable delete (i) and (ii))*]

(i) Equal to or Less than: [Applicable] / [Not Applicable]

(ii) Less than: [Applicable] / [Not Applicable]

(E) Upper Switch Barrier: [Applicable] / [Not Applicable *(if not*

<sup>8</sup> Only applies to Reference Item Linked Notes. In the case of Preference Share Linked Notes this should be no more than 10% of the Issue Price.

- applicable delete (i) and (ii))*
- (i) Equal to or Greater than: [Applicable] / [Not Applicable]
- (ii) Greater than: [Applicable] / [Not Applicable]
- (F) Switch Interest Date: [ ] / [Not Applicable]
12. Put Option/ Call Option/ Trigger Early Redemption: [Not Applicable]
- [Put Option]<sup>9</sup>  
[Call Option]  
[Trigger Early Redemption]  
[(further particulars specified below)]
- [For Preference Share Linked Notes:*
- [Call Option/Not Applicable] (Put Option and Trigger Early Redemption should not be specified)]*
13. Date [Board] approval for issuance of Notes obtained: [[ ] [and [ ]], respectively]/[Not Applicable]  
*(N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*
14. Bail-inable Securities: [Yes/No]
15. Method of distribution: [Syndicated/Non-syndicated]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. **Fixed Rate Note Provisions** (Condition 4.02/4.02a) [Applicable/Not Applicable] *(If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (ii) Interest Payment Date(s) [Interest Ex-Date]: [[ ] in each year from (and including) [ ] and up to (and including) [the Maturity Date]] [adjusted for payment purposes only in accordance with the Business Day Convention /adjusted for calculation of interest and for payment purposes in accordance with the Business Day Convention<sup>10</sup> /not adjusted] / [specify other]
- (NB: This will need to be adjusted in the case of irregular coupons)*
- (iii) Adjusted Interest Periods: [Applicable]/[Not Applicable]

<sup>9</sup> Put Option not applicable to Bail-inable Securities.

<sup>10</sup> Applicable only where Adjusted Interest Periods are specified as "Applicable" below.

- (iv) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention<sup>11</sup>/Preceding Business Day Convention/FRN Convention/Eurodollar Convention][Not Applicable]
- (v) Fixed Coupon Amount[(s)]: [[ ] per Calculation Amount]/[Not Applicable]<sup>12</sup>
- (vi) Broken Amount(s): [[ ] per Calculation Amount]/[Not Applicable]<sup>12</sup>
- (vii) Day Count Fraction: [30/360  
Actual/Actual (ICMA/ISDA)  
Actual/365 (Fixed)<sup>13</sup>]  
[Not Applicable]
- (viii) Determination Dates: [[ ] in each year] (*insert regular interest payment dates, ignoring issue date or maturity 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)*) [Not Applicable]
- (ix) Default Rate: [As set out in Condition 4.06 / [ ]]
17. **Floating Rate Note Provisions** [Applicable/Not Applicable] (*If not (Condition 4.03) applicable, delete the remaining subparagraphs of this paragraph*)
- (i) Specified Period(s): [ ]/[Not Applicable]
- (ii) Specified Interest Payment Dates [Interest Ex-Date]: [[ ], subject to adjustment in accordance with the Business Day Convention set out in (iii) below/, not subject to any adjustment, as the Business Day Convention in (iii) below is specified to be Not Applicable]/[Not Applicable]
- (iii) First Interest Payment Date: [ ]
- (iv) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/FRN Convention/Eurodollar Convention][Not Applicable]

<sup>11</sup> Applicable for RMB Adjusted Fixed Rate Notes.

<sup>12</sup> For Adjusted Fixed Rate Notes specify "Not Applicable".

<sup>13</sup> Applicable for RMB Notes.

- (v) Business Centre(s): [ ] [TARGET2] [Not Applicable]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Rate Determination]
- (vii) Screen Rate Determination: [Applicable] / [Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Reference Rate: [ ] month [LIBOR/EURIBOR/CNH HIBOR]
- Interest Determination Date(s): [ ]  
*(Second London business day prior to start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR; the second TARGET2 Business Day prior to start of each Interest Period if EURIBOR or euro LIBOR and the second Hong Kong business day prior to the start of each Interest Period of CNH HIBOR.)*
- Relevant Screen Page: [ ]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is on page which shows a composite rate or amend fallback provisions appropriately.)*
- Relevant Time: [ ]
- Reference Banks: [ ]
- (viii) ISDA Rate Determination: [Applicable]/[Not Applicable]
- Floating Rate Option: [ ]
- Designated Maturity: [ ]
- Reset Date: [ ]
- (ix) 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*)]
- (x) Margin(s): [[+/-][ ] per cent. per annum] [Not Applicable]

- (xi) Minimum Rate of Interest: [ ] per cent. per annum  
(Condition 4.04)
- (xii) Maximum Rate of Interest: [ ] per cent. per annum  
(Condition 4.04)
- (xiii) Day Count Fraction: [Actual/Actual or Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/360  
30/360 or 360/360 or Bond Basis  
30E/360 or Eurobond Basis  
30E/360 (ISDA)  
Actual/365 (Sterling)]  
[Not Applicable]
- (xiv) Default Rate: [As set out in Condition 4.06 / [ ]]
18. **Zero Coupon Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Accrual Yield: [ ] per cent per annum
- (ii) Reference Price: [ ] per Calculation Amount
- (iii) Day Count Fraction: [Actual/365  
Actual/360  
30/360  
Actual/Actual (ICMA)]
- (iv) Determination Dates: [[ ] in each year] *(insert dates. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))* [Not Applicable]
- (v) Early Redemption Amount: [Zero Coupon Early Redemption Amount 1]/[Zero Coupon Early Redemption Amount 2]
19. **Reference Item Linked Interest Notes** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*  
*(If applicable and more than one Rate of Interest applies and/or there is more than one Reference Item, complete the relevant particulars for each such Rate of Interest and/or Reference Item as required)*
- (i) Rate of Interest: [Rate of Interest 1]

Rate of Interest 2

Rate of Interest 3

Rate of Interest 4

Rate of Interest 5

Rate of Interest 6

Rate of Interest 7

Rate of Interest 8

Rate of Interest 9]

- (ii) Monitoring Date(s): [ ] / [Not Applicable]
- (iii) Relevant Monitoring Date(s): [ ] / [Not Applicable]
- (iv) Initial Monitoring Date(s): [ ] / [Not Applicable]
- (v) Relevant Initial Monitoring Date(s): [ ] / [Not Applicable]
- (vi) Range Observation Period: [ ] / [Not Applicable]
- (vii) Range Observation Date(s): [ ] / [Not Applicable]
- (viii) Range Observation Cut-Off Date: [ ] / [Not Applicable]
- (ix) Interest Barrier Level: [ ] / [Not Applicable]
- (x) Lower Barrier: [Applicable] / [Not Applicable (if not applicable delete (A) and (B))]
  - (A) Equal to or Greater than: [Applicable] / [Not Applicable]
  - (B) Greater than: [Applicable] / [Not Applicable]
- (xi) Upper Barrier: [Applicable] / [Not Applicable (if not applicable delete (A) and (B))]
  - (A) Equal to or Less than: [Applicable] / [Not Applicable]
  - (B) Less than: [Applicable] / [Not Applicable]
- (xii) Floor: [ ] / [Not Applicable]
- (xiii) Cap: [ ] / [Not Applicable]
- (xiv) Global Interest Cap Event: [ ] / [Not Applicable]  
*(if applicable, insert:*  
Global Interest Cap: [ ] )

- (xv) Global Interest Floor Event: [ ] / [Not Applicable]  
 (if applicable, insert:  
 Global Interest Floor: [ ])
- (xvi) Initial Valuation: [ ] /  
 [Initial Valuation 1  
 Initial Valuation 2  
 Initial Valuation 3  
 Initial Valuation 4]  
 / [Not Applicable]
- (xvii) Relevant Valuation: [Relevant Valuation 1  
 Relevant Valuation 2  
 Relevant Valuation 3  
 Relevant Valuation 4]  
 / [Not Applicable]
- (xviii) Relevant Reference Performance: [Basket Relevant Reference Performance  
 Best-of Basket Relevant Reference Performance  
 Outperformance Relevant Reference Performance  
*[If Outperformance Relevant Reference Performance, insert:*  
 First Outperformance Reference Item:  
 [ ]  
 Second Outperformance Reference Item: [ ]  
 Specified Outperformance Relevant Reference Performance:  
 [Basket Relevant Reference Performance  
 Best-of Basket Relevant Reference Performance  
 Ranked Relevant Reference Performance]

- Single Underlying Relevant  
Reference Performance
- Worst-of Basket Relevant Reference  
Performance]]
- Ranked Relevant Reference Performance
- [If Ranked Relevant Reference  
Performance, insert:*
- Ranked Weighting: *[specify a  
weighting per ranked Single  
Underlying Relevant Reference  
Performance]]*
- Single Underlying Relevant Reference  
Performance
- Worst-of Basket Relevant Reference  
Performance]
- / [Not Applicable]
- (xix) Reference Interest Rate: [Applicable] / [Not Applicable]
- (If not applicable delete paragraphs (A) to  
(D) below, if applicable, complete and  
repeat for each Floating Rate Option)*
- (A) Floating Rate Option: [ ]
- (B) Reference Interest Rate  
Weighting [ ]
- (C) Designated Maturity: [ ]
- (D) Reset Date: [ ]
- (xx) Reference Interest Rate [[insert business centres]  
Business Day:
- [TARGET2]]
- / [Not Applicable]
- (xxi) Memory Feature: [Applicable] / [Not Applicable]
- (xxii) P%: [ ] / [Not Applicable]
- (xxiii) T%: [ ]
- (xxiv) XXX%: [ ] / [Not Applicable]
- (xxv) AAA%: [Applicable/Not Applicable]

(xxvi)	BBB%;	[Applicable/Not Applicable]
(xxvii)	BonusHigh:	[●]
(xxviii)	BonusLow:	[●]
(xxix)	YYY%;	[ ]/[Not Applicable]
(xxx)	Z%	[ ]/[Not Applicable]
(xxxix)	Interest Period(s)/Specified Interest Payment Date(s) [Interest Ex-Date]:	[●]
(xxxii)	Business Day Convention:	[Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/ Preceding Business Day Convention/ FRN Convention/Eurodollar Convention]] [Not Applicable]
(xxxiii)	Additional Financial Centre(s):	[●][Not Applicable]
(xxxiv)	Minimum Rate of Interest:	[[●] per cent. per annum]/[Composite Rate Floor]/[Not Applicable]
(xxxv)	Maximum Rate of Interest:	[[●] per cent. per annum]/[Composite Rate Cap]/[Not Applicable]
(xxxvi)	Day Count Fraction:	[Actual/Actual or Actual/Actual (ISDA) Actual/365 (Fixed) Actual/360 30/360 or 360/360 or Bond Basis 30E/360 or Eurobond Basis 30E/360 (ISDA) One Actual/365 (Sterling)] [Not Applicable]
(xxxvii)	Default Rate:	[As set out in Condition 4.06 / [ ]]

**PROVISIONS RELATING TO REDEMPTION**

20.	<b>Call Option</b> (Condition 5.03)	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
(i)	Optional Redemption Date(s):	[ ]
(ii)	Optional Redemption Amount(s) of each Note:	[[ ] per Calculation Amount] <i>(For Preference Share Linked Notes: Early</i>

- Redemption Amount per Calculation Amount)*
- (iii) Redeemable in part: [Applicable] [Not Applicable] [*If not applicable, delete the remaining sub-paragraphs of this paragraph*]  
 If redeemable in part:
- (a) Minimum Redemption Amount: [ ] per Calculation Amount]
- (b) Maximum Redemption Amount: [ ] per Calculation Amount]
- (iv) Notice period<sup>14</sup> Minimum period: [ ] days  
 Maximum period: [ ] days
21. **Put Option** [Applicable/Not Applicable]  
 (Condition 5.06) [*If not applicable, delete the remaining sub-paragraphs of this paragraph*]
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) of each Note: [[ ] per Calculation Amount]
- (iii) Notice period<sup>14</sup> Minimum period: [ ] days  
 Maximum period: [ ] days
22. **Notice periods for Early Redemption for Taxation Reasons:**<sup>14</sup>
- (i) Minimum period: [●] days
- (ii) Maximum period: [●] days
23. **TLAC Disqualification Event:**<sup>15</sup> [Applicable] [Not Applicable]
24. **Notice periods for Redemption for Illegality:**<sup>14</sup>
- (i) Minimum period: [●] days
- (ii) Maximum period: [●] days
25. **Trigger Early Redemption** [Applicable/Not Applicable] [*If not applicable, delete the remaining sub-paragraphs of this paragraph*]  
 (Condition 5.09 and Condition 31.02)
- (i) Trigger Early Redemption [Trigger Early Redemption Event 1

<sup>14</sup> When setting notice periods, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its issuing and paying agent/registrar.

<sup>15</sup> Only an option in respect of Bail-inable Securities.

Event:

Trigger Early Redemption Event 2

Trigger Early Redemption Event 3

Trigger Early Redemption Event 4]

- (ii) Trigger Barrier Level: [            ]
- (iii) Lower Trigger Barrier: [Applicable] / [Not Applicable (if not applicable delete each (A) and (B) option)]

*[If Trigger Early Redemption Event 2 applies, insert:*

(A) Equal to or Less than: [Applicable] / [Not Applicable]

(B) Less than: [Applicable] / [Not Applicable]

*[If Trigger Early Redemption Event 1 applies, insert:*

(C) Equal to or Greater than: [Applicable] / [Not Applicable]

(D) Greater than: [Applicable] / [Not Applicable]

- (iv) Upper Trigger Barrier: [Applicable] / [Not Applicable (if not applicable delete each (A) and (B) option)]

*[If Trigger Early Redemption Event 2 applies, insert:*

(A) Equal to or Greater than: [Applicable] / [Not Applicable]

(B) Greater than: [Applicable] / [Not Applicable]

*[If Trigger Early Redemption Event 1 applies, insert:*

(C) Equal to or Less than: [Applicable] / [Not Applicable]

(D) Less than: [Applicable] / [Not Applicable]

- (v) Monitoring Date(s): [            ]
- (vi) Relevant Monitoring Date(s): [            ]
- (vii) Initial Monitoring Date(s): [            ]/[Not Applicable]
- (viii) Relevant Initial Monitoring Date(s): [            ]/[Not Applicable]
- (ix) Initial Valuation: [            ] /

[Initial Valuation 1

Initial Valuation 2

- Initial Valuation 3  
Initial Valuation 4]/  
[Not Applicable]
- (x) Relevant Valuation: [Relevant Valuation 1  
Relevant Valuation 2  
Relevant Valuation 3  
Relevant Valuation 4]  
/ [Not Applicable]
- (xi) Relevant Performance: Reference [Basket Relevant Reference Performance  
Best-of Basket Relevant Reference Performance  
Outperformance Relevant Reference Performance  
*[If Outperformance Relevant Reference Performance, insert:*  
First Outperformance Reference Item:  
[ ]  
Second Outperformance Reference Item: [ ]  
Specified Outperformance Relevant Reference Performance:  
[Basket Relevant Reference Performance  
Best-of Basket Relevant Reference Performance  
Ranked Relevant Reference Performance  
Single Underlying Relevant Reference Performance  
Worst-of Basket Relevant Reference Performance]]  
Ranked Relevant Reference Performance  
*[If Ranked Relevant Reference Performance, insert:*

Ranked Weighting: [specify a weighting per ranked Single Underlying Relevant Reference Performance]

Single Underlying Relevant Reference Performance

Worst-of Basket Relevant Reference Performance]

/ [ Not Applicable]

(xii) Reference Interest Rate: [Applicable] / [Not Applicable]

*(If not applicable delete paragraphs (A) to (D) below, if applicable, complete and repeat for each Floating Rate Option)*

(A) Floating Rate Option: [ ]

(B) Reference Interest Rate Weighting: [ ]

(C) Designated Maturity: [ ]

(D) Reset Date: [ ]

(xiii) Reference Interest Rate Business Day: [[insert business centres]

[TARGET2]]

/ [Not Applicable]

(xiv) Floor: [ ]/[Not Applicable]

(xv) First Number of Hours: [ ]/[Not Applicable]

(xvi) Second Number of Hours; [ ]/[Not Applicable]

(xvii) Trigger Event Period: [ ]/[Not Applicable]

(xviii) Trigger FX Currency: [ ]/[Not Applicable]

(xix) Trigger FX Price Source: [ ]/[Not Applicable]

(xx) Trigger FX Valuation Time: [ ]/[Not Applicable]

(xxi) Trigger Early Redemption Date(s): [ ]

(xxii) (a) Trigger Early Redemption Amount: [\*] [per Calculation Amount]/[Condition 31.02 applies (only specify this if Trigger

*Early Redemption Event 2 applies)]*

- (b) Trigger Early Redemption Amount includes amount in respect of Accrued Interest: [Yes: no additional amount in respect of accrued interest to be paid / No: together with the Trigger Early Redemption Amount, accrued interest shall also be paid]/[Not Applicable]

**26. Final Redemption Amount<sup>16</sup>**

[[ ] per Calculation Amount]

*[As per item 29 below (include in the case of Non-Exempt Reference Item Linked Redemption Notes)]*

*[Ensure provisions for each type of Note are completed below. Delete provisions that are not applicable to the Notes.]*

**27. Early Redemption Amount**

- (i) Early Redemption Amount(s) payable on redemption for taxation reasons[, a TLAC Disqualification Event]<sup>17</sup>, illegality or on event of default or other early redemption (including, in the case of Index Linked Notes, following an Index Adjustment Event in accordance with Condition 7, or in the case of Equity Linked Notes, following a Potential Adjustment Event and/or De-listing and/or Merger Event and/or Nationalisation and/or Insolvency and/or Tender Offer in accordance with Condition 8, or in the case of Equity Linked Notes, Index Linked Notes or Fund Linked Notes (involving ETFs), following an Additional Disruption Event (if applicable) (if required):
- [[As per Condition 5.10]/[ ] per Calculation Amount] *[If effective date for changes in law triggering redemption for taxation reasons is not Issue Date, indicate effective date.]*
- [If fair market value formulation in Condition 5.10(d) applies, insert:*
- Market Valuation Date: [ ]]
- [For Preference Share Linked Notes:*
- The Early Redemption Amount as set out in Condition 5]
- (ii) Early Redemption Amount includes amount in respect of accrued interest: [Yes: no additional amount in respect of accrued interest to be paid / No: together with the Early Redemption Amount, accrued interest shall also be paid]/[Not

<sup>16</sup> If the Final Redemption Amount is other than 100 per cent. of the principal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.

<sup>17</sup> Only relevant if TLAC Disqualification Event is specified as Applicable above.

Applicable]

**PROVISIONS RELATING TO REFERENCE ITEM LINKED NOTES**

**28. Settlement Method**

Whether redemption of the Notes will be by (a) Cash Settlement or (b) Physical Delivery: [Cash Settlement/Physical Delivery]

**29. Final Redemption Amount for Reference Item Linked Notes** [See this item 29 and Condition 31.01, as completed by item[s] [●] below]

*(If an item is applicable to more than one circumstance and/or there is more than one Reference Item, complete the relevant particulars for each such circumstance and/or Reference Item as required)*

[Not Applicable]

(i) Capital Barrier Event: [Applicable] / [Not Applicable]

[Capital Barrier Event 1

Capital Barrier Event 2

Capital Barrier Event 3]

If a Capital Barrier Event has occurred:

[Final Redemption Amount 1

Final Redemption Amount 2

Final Redemption Amount 3

Final Redemption Amount 4]

If a Capital Barrier Event has not occurred:

[Final Redemption Amount 7]

[If the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%:

[Final Redemption Amount 3

Final Redemption Amount 4

If the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:

[Final Redemption Amount 3

Final Redemption Amount 4

		Final Redemption Amount 5	
		Final Redemption Amount 6]]	
		[Final - Initial Level: [Applicable] / [Not Applicable]]	
(ii)	Put Strike Event:	[Applicable] / [Not Applicable]	
		[Final Redemption Amount 3	
		Final Redemption Amount 4	
		Final Redemption Amount 5	
		Final Redemption Amount 6	
		Final Redemption Amount 7]	
		[Final - Initial Level: [Applicable] / [Not Applicable]]	
(iii)	Mini-Future Short Redemption Notes:	[Applicable/Not Applicable]	[if not applicable, delete (A) to (C)]
	(A) Trigger FX Currency:	[ ]	
	(B) Trigger FX Price Source:	[ ]	
	(C) Trigger FX Valuation Time:	[ ]	
(iv)	IndiCap Redemption Notes:	[Applicable/Not Applicable]	[if not applicable, delete (A) and (B)]
	(A) Call Option:	[Applicable/Not Applicable]	
	(B) Put Option:	[Applicable/Not Applicable]	
	(C) c:	[ ]	
(v)	Himalayan Redemption Notes:	[Applicable/Not Applicable]	[if not applicable, delete (A) to (I)]
	(A) Call Option:	[Applicable/Not Applicable]	
	(B) Put Option:	[Applicable/Not Applicable]	
	(C) C:	[ ]	
	(D) Ranked Performance:	[Applicable/Not Applicable]	
	(E) Average Performance:	[Applicable/Not Applicable]	

	(F)	nth:	[	]	/ [Not Applicable]
	(G)	Average Return:	[Applicable/Not Applicable]		
	(H)	Summed Return:	[Applicable/Not Applicable]		
	(I)	Compounded Return:	[Applicable/Not Applicable]		
(vi)		Monitoring Date(s):	[	]	/ [Not Applicable]
(vii)		Relevant Monitoring Date(s):	[	]	/ [Not Applicable]
(viii)		Initial Monitoring Date(s):	[	]	/ [Not Applicable]
(ix)		Relevant Initial Monitoring Date(s):	[	]	/ [Not Applicable]
(x)		Capital Barrier Level:	[	]	/ [Not Applicable] ( <i>if not applicable delete (A) and (B)</i> )
	(A)	Equal to or Less than:	[Applicable] / [Not Applicable]		
	(B)	Less than:	[Applicable] / [Not Applicable]		
(xi)		Put Strike Level:	[	]	/ [Not Applicable]
(xii)		Initial Valuation:	[	]	/
			[Initial Valuation 1		
			Initial Valuation 2		
			Initial Valuation 3		
			Initial Valuation 4]		
			[Not Applicable]		
(xiii)		Relevant Valuation:	[Relevant Valuation 1		
			Relevant Valuation 2		
			Relevant Valuation 3		
			Relevant Valuation 4]		
			/ [Not Applicable]		
(xiv)		Relevant Reference Performance:	[Basket Relevant Reference Performance		
			Best-of Basket Relevant Reference Performance		
			Outperformance Relevant Reference		

Performance

*[If Outperformance Relevant Reference Performance, insert:*

First Outperformance Reference Item:  
[ ]

Second Outperformance Reference Item: [ ]

Specified Outperformance Relevant Reference Performance:

[Basket Relevant Reference Performance

Best-of Basket Relevant Reference Performance

Ranked Relevant Reference Performance

Single Underlying Relevant Reference Performance

Worst-of Basket Relevant Reference Performance]]

Ranked Relevant Reference Performance

*[If Ranked Relevant Reference Performance, insert:*

Ranked Weighting: *[specify a weighting per ranked Single Underlying Relevant Reference Performance]*

Single Underlying Relevant Reference Performance

Worst-of Basket Relevant Reference Performance]

/ [ Not Applicable]

- (xv) Floor: [ ] / [Not Applicable]
- (xvi) F: [ ] / [Not Applicable]
- (xvii) K: [ ] / [Not Applicable]
- (xviii) LC: [ ] / [Not Applicable]

- (xix) LF: [ ] / [Not Applicable]
- (xx) Cap: [ ] / [Not Applicable]
- (xxi) P%: [ ] / [Not Applicable]
- (xxii) X%: [ ] / [Not Applicable]
- (xxiii) Y%: [ ] / [Not Applicable]
- (xxiv) Z%: [ ] / [Not Applicable]
- (xxv) X1%: [ ] / [Not Applicable]
- (xxvi) X2%: [ ] / [Not Applicable]
- (xxvii) K1%: [ ] / [Not Applicable]
- (xxviii) K2%: [ ] / [Not Applicable]
- (xxix) Preference Share Linked Notes: [Applicable/Not Applicable] *[If not applicable, delete (A) to (G)]*

(A) Preference Share: [ ]

(B) Calculation Agent responsible for making calculations in respect of the Notes: [RBC Capital Markets, LLC]/[●]

(C) Trade Date: [ ]

(D) Final Valuation Date: [ ]

(E) Valuation Time: [ ] [(London time)]

(F) Extraordinary Events: Condition 15.05 *[applies/does not apply]*

(G) Additional Disruption Events: Condition 15.06 *[applies/does not apply]* / The following Additional Disruption Events apply to the Notes:

[Change in Law]  
[Hedging Disruption]  
[Insolvency Filing]

30. **Multi-Reference Item Linked Notes** [Applicable / Not Applicable]

[if Applicable:

(a) The Notes are linked to each of the Reference Items set out in the

table below. The Terms and Conditions of the Notes as completed by the applicable Final Terms shall be construed on the basis that in respect of each Reference Item the Relevant Conditions set out beside such Reference Item in the table below shall apply as the context admits separately and independently in respect of the relevant Reference Item.

(b)	Reference Item	Relevant Conditions
(1)	[●]	[Condition [●] as completed by item [●] below applies]
(2)	[●]	[Condition [●] as completed by item [●] below applies]
(3)	[●]	[Condition [●] as completed by item [●] below applies]

**31. Currency Linked Note Provisions**

[Applicable/Not Applicable] *[If not applicable, delete the remaining subparagraphs of this paragraph]*

- (i) Base Currency/Subject Currency: [•]
- (ii) FX Market Disruption Event(s): [FX Price Source Disruption]  
[FX Trading Suspension or Limitation]  
[Inconvertibility Event]
- (iii) FX Price Source(s): [•]
- (iv) Specified Financial Centre(s): [•]
- (v) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [•].]
- (vi) Observation Period(s): [Each Scheduled Trading Day from (and

- including) [[•] / the Trade Date] to (and including) [[•] / the Valuation Date] [Specify] / [Not Applicable]
- (vii) Valuation Date(s): [•]/[Not Applicable]
- (viii) Valuation Time: [Condition 14.02 applies] / [•]
- (ix) Valuation Cut-Off Date: [•]
- (x) Intraday Price: [Applicable] / [Not Applicable]
- (xi) Weighting or w: [●] / [Not Applicable]
32. **Commodity Linked Note Provisions** [Applicable/Not Applicable] (*If not applicable, delete the remaining subparagraphs of this paragraph*)
- (i) Commodity/Basket of Commodities/Commodity Index/Basket of Commodity Indices: of [Cocoa]  
[Coffee]  
[Corn]  
[Cotton]  
[Lean Hogs]  
[Live Cattle]  
[Soybeans]  
[Sugar]  
[Wheat]  
[Natural Gas (Henry Hub)]  
[Oil (WTI)]  
[Oil (Brent)]  
[Gasoline]  
[Gold]  
[Platinum]  
[Silver]  
[Palladium]  
[Aluminium]  
[Copper]  
[Lead]  
[Nickel]  
[Zinc]
- [The Sponsor[s] of the Commodity Index/Indices is/are [●]]
- (ii) Commodity Reference Price: [COCOA-NYBOT]  
[COFFEE ARABICA-NYBOT]  
[CORN NO. 2 YELLOW-CBOT]  
[COTTON NO.2-NYBOT]  
[LEAN HOGS-CME]  
[LIVE CATTLE-CME]  
[SOYBEANS-CBOT]  
[SUGAR#11 (WORLD)-NYBOT]  
[WHEAT-CBOT]

[NATURAL GAS-HENRYHUB-NYMEX]  
[OIL-WTI-NYMEX]  
[OIL-BRENT-IPE]  
[GASOLINE-RBOB-NYMEX]  
[GOLD-P.M. FIX]  
[PLATINUM-P.M. FIX]  
[PALLADIUM-P.M. FIX]  
[SILVER-FIX]  
[ALUMINIUM-LME CASH]  
[COPPER-LME CASH]  
[LEAD-LME CASH]  
[NICKEL-LME CASH]  
[ZINC-LME CASH]

- (iii) Price Source: [Bloomberg Screen page "CC1 <CMDTY> CT"/ Reuters Screen page "0#CC:"] *[insert where the Commodity Reference Price is COCOA-NYBOT]*  
[Bloomberg Screen page "KC1 <CMDTY> CT"/Reuters Screen page "0#KC:"] *[insert where the Commodity Reference Price is COFFEE ARABICA-NYBOT]*  
[Bloomberg Screen page "C 1 <CMDTY> CT"/Reuters Screen page "0#C:"] *[insert where the Commodity Reference Price is CORN NO. 2 YELLOW-CBOT]*  
[Bloomberg Screen page "CT1 <CMDTY> CT"/Reuters Screen page "0#CT:"] *[insert where the Commodity Reference Price is COTTON NO.2-NYBOT]*  
[Bloomberg Screen page "LH1 <CMDTY> CT"/Reuters Screen page " 0#LH:"] *[insert where the Commodity Reference Price is LEAN HOGS-CME]*  
[Bloomberg Screen page "LC1 <CMDTY> CT"/Reuters Screen page "0#LC:"] *[insert where the Commodity Reference Price is LIVE CATTLE-CME]*  
[Bloomberg Screen page "S 1 <CMDTY> CT"/Reuters Screen page "0#S:"] *[insert where the Commodity Reference Price is SOYBEANS-CBOT]*  
[Bloomberg Screen page "SB1 <CMDTY> CT"/Reuters Screen page "0#SB:"] *[insert where the Commodity Reference Price is SUGAR#11 (WORLD)-NYBOT]*  
[Bloomberg Screen page "W 1 <CMDTY> CT"/Reuters Screen page "0#W:"] *[insert where the Commodity Reference Price is WHEAT-CBOT]*

[Bloomberg Screen page "NG1  
<CMDTY>"/Reuters Screen page  
"2NGc1"] [*insert where the Commodity  
Reference Price is NATURAL GAS-  
HENRYHUB-NYMEX*]

[Bloomberg Screen page "CL1  
<CMDTY>"/Reuters Screen page "2CLc1"]  
[*insert where the Commodity Reference  
Price is OIL-WTI-NYMEX*]

[Bloomberg Screen page "CO1  
<CMDTY>"/Reuters Screen page  
"LCOc1"] [*insert where the Commodity  
Reference Price is OIL-BRENT-IPE*]

[Bloomberg Screen page "XB1  
<Comdty>"/Reuters Screen page "2RBc1"]  
[*insert where the Commodity Reference  
Price is GASOLINE-RBOB-NYMEX*]

[Bloomberg Screen page "GOLDLNPM  
<INDEX>"/Reuters Screen page "GOFO"]  
[*insert where the Commodity Reference  
Price is GOLD-P.M. FIX*]

[Bloomberg Screen page "PLTMLNPM  
<INDEX>"/Reuters Screen page "STBL"]  
[*insert where the Commodity Reference  
Price is PLATINUM-P.M. FIX*]

[Bloomberg Screen page "SLVRLNPM  
<INDEX>"/Reuters Screen page "SIFO"]  
[*insert where the Commodity Reference  
Price is SILVER-FIX*]

[Bloomberg Screen page "PLDMLNPM  
<INDEX>"/Reuters Screen page "STBL"]  
[*insert where the Commodity Reference  
Price is PALLADIUM-P.M. FIX*]

[Bloomberg Screen page "LOAHDY  
<CMDTY>"/Reuters Screen page  
"SETTMAL01"] [*insert where the  
Commodity Reference Price is  
ALUMINIUM-LME CASH*]

[Bloomberg Screen page "LOCADY  
<CMDTY>"/Reuters Screen page  
"SETTMCU01"] [*insert where the  
Commodity Reference Price is COPPER-  
LME CASH*]

[Bloomberg Screen page "LOPBDY  
<CMDTY>"/Reuters Screen page  
"SETTMPB01"] [*insert where the  
Commodity Reference Price is LEAD-LME  
CASH*]

[Bloomberg Screen page "LONIDY  
<CMDTY>"/Reuters Screen page

"SETTMNI01"] [insert where the Commodity Reference Price is NICKEL-LME CASH]

[Bloomberg Screen page "LOZSDY <CMDTY>"/Reuters Screen page "SETTMZN01"] [insert where the Commodity Reference Price is ZINC-LME CASH]

[other]

(iv) Exchange:

[NYBOT] [insert where the Commodity Reference Price is COCOA-NYBOT, COFFEE ARABICA-NYBOT, COTTON NO.2-NYBOT or SUGAR#11 (WORLD)-NYBOT]

[CBOT] [insert where the Commodity Reference Price is CORN NO. 2 YELLOW-CBOT, SOYBEANS-CBOT or WHEAT-CBOT]

[CME] [insert where the Commodity Reference Price is LEAN HOGS-CME or LIVE CATTLE-CME]

[NYMEX] [insert where the Commodity Reference Price is NATURAL GAS-HENRYHUB-NYMEX, OIL-WTI-NYMEX or GASOLINE-RBOB-NYMEX]

[ICE] [insert where the Commodity Reference Price OIL-BRENT-IPE]

[London Gold Market] [insert where the Commodity Reference Price is GOLD-P.M. FIX]

[LPPM] [insert where the Commodity Reference Price is PLATINUM-P.M. FIX or PALLADIUM-P.M. FIX]

[London Silver Market] [insert where the Commodity Reference Price is SILVER-FIX]

[LME] [insert where the Commodity Reference Price is ALUMINIUM-LME CASH, COPPER-LME CASH, LEAD-LME CASH, NICKEL-LME CASH or ZINC-LME CASH]

[other]

(v) Delivery Date:

[●]

[See Conditions]

(vi) Pricing Date:

[●]

(vii) Nearby Month:

[●]

[See Conditions]

- (viii) Common Pricing: [Applicable/Not Applicable] (*N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket*)
- (ix) Disruption Fallback(s): [As set out in Condition 13]  
 [Fallback Reference Price: alternate Commodity Reference Price – [●]]  
 [Commodity Index Cut-Off Date: [●]]
- (x) Commodity Business Day: [●]
- (xi) Trade Date: [●]
- (xii) Weighting or w: [●] / [Not Applicable]
- (xiii) Specified Price: [high price]  
 [low price]  
 [average of the high price and the low price]  
 [closing price]  
 [opening price]  
 [bid price]  
 [asked price]  
 [average of the bid price and the asked price]  
 [settlement price]  
 [official settlement price]  
 [official price]  
 [morning fixing]  
 [afternoon fixing]  
 [spot price]  
 [other]
- (xiv) Intraday Price: [Applicable] / [Not Applicable]
- (xv) Observation Period(s): [*Specify*] / [Not Applicable]
33. **Index Linked Note Provisions (Equity Indices only)** [Applicable/Not Applicable] [*If not applicable, delete the remaining sub-paragraphs of this paragraph*]
- (i) Whether the Notes relate to a Basket of Indices or a single Index and the identity of the relevant Index/Indices and details of the relevant Index Sponsor(s) and whether such Index / Indices is a Multi-Exchange Index: [Single Index/Basket of Indices]  
 Index or Indices: [[•]] (*Give details of Index or Indices*)  
 Index Sponsor(s):  
 Multi-Exchange Index: [Yes/No]
- (ii) Averaging Date(s): [The Averaging Dates are [ ]].]

		[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]/[Not Applicable]
(iii)	Observation Period(s):	[Each Scheduled Trading Day from (and including) [[•] / the Trade Date] to (and including) [[•] / the Valuation Date][ <i>specify</i> ] / [Not Applicable]
(iv)	Observation Date(s):	[[•] / Not Applicable]
(v)	Valuation Date(s):	[•] / [Not Applicable]
(vi)	Valuation Time:	[Condition 7.03 applies] / [ <i>Specify if other</i> ]
(vii)	Specified Level:	[Closing Level / Intraday Level] / [Not Applicable]
(viii)	Additional Disruption Events:	[Applicable/Not Applicable] [Change in Law] [Hedging Disruption] [Increased Cost of Hedging]
(ix)	Index Substitution:	[Applicable/Not Applicable]
(x)	Exchange(s):	[•]
(xi)	Related Exchange(s):	[All Exchanges]/[•]
(xii)	Initial Level:	[•]
(xiii)	Trade Date:	[Issue Date ( <i>if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date</i> )] / [ <i>Insert Trade Date of related swap transaction (if different from Issue Date)</i> ]
(xiv)	Hedging Entity:	[ <i>Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer</i> ]
(xv)	Weighting or w:	[●] / [Not Applicable]
34.	<b>Equity Linked Note Provisions</b>	[Applicable/Not Applicable] [ <i>If not applicable, delete the remaining subparagraphs of this paragraph</i> ]
(i)	Whether the Notes relate to a Basket of Equities or a single Equity and the identity of the Equity Issuer(s):	[Single Equity/Basket of Equities] [ <i>Give details of Equity Issuers and Equities, including details of Underlying Equities where applicable</i> ]

- (a) Equity/Equities: [Existing ordinary shares of the Equity Issuer]
- (b) Equity Issuer: [•] (Bloomberg code [•]);
- (c) ISIN/Common Code: [•]/[•]
- (ii) Observation Period(s): [Each Scheduled Trading Day from (and including) [[•] / the Trade Date] to (and including) [[•] / the Valuation Date [specify]]] / [Not Applicable]
- (iii) Observation Date(s): [[•]/ Not Applicable]
- (iv) Averaging Date(s): [The Averaging Dates are [     ].]  
[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/ Modified Postponement] will apply.]/[Not Applicable]
- (v) Valuation Date(s): [•] / [Not Applicable]
- (vi) Valuation Time: [Condition 8.05 applies/(Specify if other)]
- (vii) Specified Price: [Closing Price / Intraday Price] / [Not Applicable]
- (viii) Common Disrupted Days: [Applicable/Not Applicable]  
  
[N.B. May only be applicable in relation to Equity Linked Notes relating to a Basket of Equities.]
- (ix) Initial Price: [•]
- (x) Trade Date: [Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)] / [Insert Trade Date of related swap transaction (if different from Issue Date)]
- (xi) Potential Adjustment Events: [Applicable/Not Applicable] [See Condition 8.02(i)]
- (xii) De-listing: [Applicable/Not Applicable]
- (xiii) Merger Event: [Applicable/Not Applicable]
- (xiv) Nationalisation: [Applicable/Not Applicable]

- (xv) Insolvency: [Applicable/Not Applicable]
- (xvi) Tender Offer: [Applicable/Not Applicable]
- (xvii) Additional Disruption Events: [Applicable/Not Applicable]  
 [Change in Law]  
 [Hedging Disruption]  
 [Increased Cost of Hedging]  
 [Insolvency Filing]
- (xviii) Equity Substitution: [Applicable/Not Applicable]
- (xix) Exchange(s): [•]
- (xx) Related Exchange(s): [All Exchanges]/[•]
- (xxi) Exchange Rate: [Applicable/Not Applicable] *[If applicable, insert details]*
- (xxii) Partial Lookthrough Depository Receipt Provisions: [Applicable / Not Applicable]
- (xxiii) Full Lookthrough Depository Receipt Provisions: [Applicable / Not Applicable]
- (xxiv) Hedging Entity: *[Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]*
- (xxv) Weighting or w: [●] / [Not Applicable]
35. **Fund Linked Note Provisions (ETF)** [Applicable/Not Applicable]
- (N.B. As non-Exchange Traded Funds (ETFs) will only be physically settled Fund Linked Redemption Notes, not all items set out below will be applicable to non-ETF Fund Linked Redemption Notes)* *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Whether the Notes relate to a single Fund or Basket of Funds and the identity of the relevant Fund / Funds: [Single Fund / Basket of Funds] *(Give details)*  
 [[The [●] Fund is an ETF]  
 [Exchange for each Fund Share: [ ]]  
 [Related Exchange for each Fund Share: [ ]/All Exchanges]  
 [Underlying Index: [ ]]

- (N.B. Include for ETFs only)*
- (ii) Fund Interest(s): [●]
- (N.B. For ETFs insert "Fund Shares")*
- (iii) Trade Date: [Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)] / [Insert Trade Date of related swap transaction (if different from Issue Date)]
- (iv) Averaging Date(s): [The Averaging Dates are [ ]].
- [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]/[Not Applicable]
- (v) Observation Period(s): [Each Scheduled Trading Day from (and including) [●] / the Trade Date] to (and including) [●] / the Valuation Date][specify] / [Not Applicable]
- (vi) Observation Date(s): [●]/ Not Applicable]
- (vii) Valuation Date(s): [ ]/[Not Applicable]
- (viii) Valuation Time: [Condition 12.09 applies/Specify if other/Not Applicable]
- (N.B. Include for ETFs only)*
- (ix) Specified Price: [Closing Price / Intraday Price] / [Not Applicable]
- (x) Relevant provisions for determining certain Fund Events:
- (a) NAV Trigger: [Insert percentage]
- (b) Reporting Disruption Period: [Insert applicable period]
- (xi) Common Disrupted Days: [Applicable/Not Applicable]
- (N.B. May only be applicable in relation to Fund Linked Notes relating to a Basket of Fund Shares.)*
- (xii) Initial Price: [●]
- (xiii) Additional Disruption Events: [Applicable/Not Applicable]

- Change in Law: [Applicable/Not Applicable]
- Hedging Disruption: [Applicable/Not Applicable]
- Increased Cost of Hedging: [Applicable/Not Applicable]
- Insolvency Filing: [Applicable/Not Applicable]
- (xiv) Exchange Rate [ ]
- (xv) Hedging Entity: [*Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer*]
- (xvi) Weighting or w: [●] / [Not Applicable]
- (xvii) Merger Event: For the purposes of the definition of Merger Event, Merger Date on or before [the Valuation Date/*specify other date*]

36. **Non-Exempt Physical Delivery Notes**<sup>18</sup> [Applicable/Not Applicable]

- (i) Relevant Assets: [ ]
- (ii) Initial Valuation: [ ]
- (iii) Exchange Rate: [ ]
- (iv) FX Rate: [ ]
- (v) Entitlement Clearing System: [ ]
- (vi) Cut-Off Date: [ ]
- (vii) Failure to Deliver due to Illiquidity: [Applicable / Not Applicable]
- (viii) Delivery Agent: [ ]

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

37. (i) New Global Note: [Yes / No]

*(If the Bearer Notes are intended to be eligible collateral for Eurosystem monetary policy and intra-day credit operations, the*

<sup>18</sup> Where the Relevant Assets are shares or share equivalents of a third party issuer that are not admitted to a regulated market, the Issuer may be required to prepare a Supplement or Drawdown Prospectus to include any additional information about the Relevant Assets. Physical delivery of underlying commodities is not permitted.

*New Global Note should be used. The New Global Note should only be used if it is intended that the Bearer Notes be held in a manner which would allow Eurosystem eligibility and a “yes” election is made in the section in Part B under the heading “Operational Information” entitled “Intended to be held in a manner which would allow Eurosystem eligibility”.)*

(ii) Form of Notes:

[Bearer Notes] [Bearer Notes exchangeable for Registered Notes]

*(N.B. The Specified Denomination of the Notes in paragraph 6 is not permitted to include the multiple denominations language in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes)*

[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [and/or Registered Notes] in the limited circumstances specified in the Permanent Global Note]

[Temporary Global Note exchangeable for Definitive Notes [and/or Registered Notes] on and after the Exchange Date]

[Permanent Global Note exchangeable for Definitive Notes [and/or Registered Notes] in the limited circumstances specified in the Permanent Global Note]

[Registered Notes]

[Swedish Notes]

[Finnish Notes]

[CREST Depository Interests (“**CDIs**”) representing the Notes may also be issued in accordance with the usual procedures of Euroclear UK & Ireland Limited (“**CREST**”)]

38. Financial Centre(s) or other special provisions relating to payment dates:

*[Not Applicable/give details (including specifying “TARGET2” and/or financial centre(s) as applicable – N.B. TARGET2 is not required to be specified in the case of payment in euro as the definition of Payment Date already covers this in that case). Note that this item relates to the date and place of payment, and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which items [17(v) and*

19(xxxiii)] relate]

39. Relevant Renminbi Settlement Centre [ ]/[Not Applicable]
40. Talons for future Coupons to be attached to Definitive Notes: (Condition 1.06) [Yes as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made] / [No]
41. Name and address of Calculation Agent: [ ]
42. Name and address of RMB Rate Calculation Agent: [ ]/[Not Applicable]
43. Issuer access to the register of creditors (Sw. *skuldboken*) in respect of Swedish Notes: [Yes/No] / [Not Applicable]
44. Exchange Date: [ ]
45. The Aggregate Principal Amount of the Notes issued has been translated into U.S. dollars at the rate of U.S.\$1.00 = [●], producing a sum of: [U.S.\$●] [Not Applicable]
46. Governing law of Notes (if other than [the laws of the Province of Ontario and the federal laws of Canada applicable therein][English law]<sup>19</sup>) [and jurisdiction]: [English law/Not Applicable[ except that, the provisions of Condition 3.02 are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- Each Holder or beneficial owner of any Bail-inable Securities is deemed to attorn to the jurisdiction of the courts in the Province of Ontario with respect to the operation of the CDIC Act and the above laws.][Laws of the Province of Ontario and the federal laws of Canada applicable therein.]<sup>20</sup>
- [Not Applicable]
47. Alternative Currency Payment: [Applicable]/[Not Applicable]
- [If applicable, insert:

<sup>19</sup> English law to be inserted for Swedish Notes and Finnish Notes only.

<sup>20</sup> English law may only be elected in the case of Notes other than Swedish Notes and Finnish Notes and English law Bail-inable Securities must include Ontario law clause and attornment to the jurisdiction of the Ontario courts. Use Not Applicable for Swedish Notes and Finnish Notes as they are governed by English law except where they are Bail-inable Securities and may be governed by either English law (use Not Applicable and include Ontario law clause and attornment to the jurisdiction of the Ontario courts) or Ontario law (use Laws of the Province of Ontario and the federal laws of Canada applicable therein).

Alternative Currency: [*specify*]

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

**THIRD PARTY INFORMATION**

[*(Specify 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 *(specify source)*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: .....  
Duly authorised

By: .....  
Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

[(i)] Listing/Admission to trading: Application has been made by the Issuer (or on its behalf) for the Notes to be admitted to trading on [*specify relevant regulated market (for example the Regulated Market of Euronext Dublin, the Bourse de Luxembourg, Nasdaq Stockholm Exchange or the London Stock Exchange's regulated market) and, if relevant, listing on an official list (for example, the Official List of Euronext Dublin)*] with effect from [ ].]

[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on the [*specify relevant regulated market (for example the Regulated Market of Euronext Dublin, the Bourse de Luxembourg, Nasdaq Stockholm Exchange or the London Stock Exchange's regulated market) and, if relevant, listing on an official list (for example, the Official List of Euronext Dublin)*] with effect from [ ].] [Not Applicable.]

*(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)*

*(Note for a derivative security to be listed on Euronext Dublin, the underlying must be traded on a regulated, regularly operating, recognised open market, unless the underlying or ultimate underlying is a currency, index, interest rate, commodity, a combination of these, or credit linked, or the underlying is a UCITS fund or an investment fund authorised by the Central Bank of Ireland or the competent authority of another EU member state deemed equivalent by Euronext Dublin.)*

[(ii)] Estimate of total expenses related to admission to trading:<sup>21</sup> [ ]

### 2. RATINGS

Ratings: [Not Applicable]

[The Notes to be issued [have been] / [are expected to be] rated:]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally:]

[[S&P USA: AA- ]

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<sup>21</sup> Only required for Notes with minimum denominations greater than Euro 100,000.

[Moody's USA: A1]

[[Other rating agency]: [     ]]

*[Need to include the full legal name of each rating agency above and a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]<sup>22</sup>*

*[[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 relevant competent authority [and [insert name of credit rating agency] 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].]*

*[[Insert credit rating agency] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended. [As such [Insert credit rating agency] 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.]]]*

*[[Insert credit rating agency] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended). [Insert credit rating agency] 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.]]]*

*[[Insert credit rating agency] 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]/[are expected to be]] endorsed by [insert the name of the relevant EU-registered credit rating agency] in accordance with the CRA Regulation. [Insert the name of the relevant EU-registered credit rating agency] is established in the European Union and registered under the CRA Regulation. [As such [insert the legal name of the relevant EU-registered credit rating agency 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*

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<sup>22</sup>

Brief explanation of meanings is only required for Notes with denominations less than Euro 100,000.

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 credit rating agency entity that applied for registration*] may be used in the EU by the relevant market participants.]]

[[*insert credit rating agency*] 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 certified in accordance with such 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 relevant competent authority and [*insert credit rating agency*] 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].]

[[*Insert name of credit rating agency*] 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 name of credit rating agency*], which is established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU credit rating agency entity*], although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [*insert name of credit rating agency*] 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 name of credit rating agency*] may be used in the EU by the relevant market participants.]]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

**3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

*Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of one of the following statements:*

[Save [for any fees payable to the [Managers/Dealers][and any Authorised Offeror[s]] and] as discussed in [“Subscription and Sale”], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer.]

[The Issue Price may include a fee or commission payable to a distributor or third party. Such fee or commission will be determined by reference to a number of factors including but not limited to the maturity date of the Notes, hedging costs and legal fees. Further details in respect of the fee or commission are available upon request.]

[The Issue Price includes a fee or commission of [●] per cent. of the notional amount of the Notes payable to a distributor or third party.]

[*For Hong Kong issuances:* The Issue Price may include a fee or commission payable to a distributor or third party, such a fee or commission will be determined by a number of factors including but not limited to maturity of the note, hedging costs and legal fees. Further details in respect of the fee or commission are available upon request.]

[*Consider any additional conflicts of interest to be included with respect to the Notes*]

[*When adding any other description, consideration should be given as to whether such matters constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.*]

**4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

[(i) Reasons for the offer [ ]  
(See [“Use of Proceeds”] wording in Base Prospectus – if reasons for offer different from that set out in the Base Prospectus will need to include those reasons here and then also complete (ii) and (iii) below.)]

[(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: [●].  
[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 regardless]

*of the minimum denomination of the securities and where this is the case disclosure of net proceeds and total expenses at (ii) and (iii) above are also required.]*

**5. [Fixed Rate Notes only – YIELD**

Indication of yield: [●].

The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield. ]

*[[Floating Rate and Reference Interest Rate Linked Notes only*  
- HISTORIC INTEREST RATES

**6. DETAILS OF HISTORIC [LIBOR/EURIBOR/CNH HIBOR/OTHER] RATES CAN BE OBTAINED FROM [REUTERS].] ]**

*[Index Linked Notes only – PERFORMANCE OF [INDEX/BASKET OF INDICES], [EXPLANATION OF EFFECT ON VALUE OF INVESTMENT] AND OTHER INFORMATION CONCERNING THE UNDERLYING*

**7. (IF THERE IS A DERIVATIVE COMPONENT IN THE INTEREST OR THE NOTES ARE DERIVATIVE SECURITIES TO WHICH ANNEX XII OF THE PROSPECTUS DIRECTIVE REGULATION APPLIES, AN EXAMPLE OF HOW THE VALUE OF THE INVESTMENT IS AFFECTED BY THE VALUE OF THE UNDERLYING MAY BE INCLUDED.)**

*[Need to include details of where past and future performance and volatility of the/each Index/Basket of Indices can be obtained. [Need to include the name of the/each Index and Index Sponsor and details of where the information about the/each Index can be obtained.][Where the Index Linked Notes comprise a basket of indices, include details of the relevant weighting of each index in the basket where applicable.]]*

*[When completing this paragraph, consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]*

*[Identify source of all third party information.]*

*(Currency Linked Notes Only) PERFORMANCE OF [RATE(S) OF EXCHANGE/FORMULA/CURRENCIES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT [AND OTHER INFORMATION CONCERNING [THE [RATE(S) OF EXCHANGE/FORMULA/CURRENCIES]]*

**8. (IF THERE IS A DERIVATIVE COMPONENT IN THE INTEREST OR THE NOTES ARE DERIVATIVE SECURITIES TO WHICH ANNEX XII OF THE PROSPECTUS DIRECTIVE REGULATION APPLIES, AN EXAMPLE OF HOW THE VALUE OF THE INVESTMENT IS AFFECTED BY THE VALUE OF THE UNDERLYING MAY BE INCLUDED.)**

*(Need to include details of where past and future performance and volatility of the [relevant rates of exchange/currencies] can be obtained.)*

*(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

*[Identify source of all third party information.]*

*(Commodity Linked Notes Only) PERFORMANCE OF [THE COMMODITY/COMMODITY INDEX/BASKET OF COMMODITIES/BASKET OF COMMODITY INDICES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT [AND OTHER INFORMATION CONCERNING [THE COMMODITY/COMMODITY INDEX/BASKET OF COMMODITIES/BASKET OF COMMODITY INDICES]]*

**9. (IF THERE IS A DERIVATIVE COMPONENT IN THE INTEREST OR THE NOTES ARE DERIVATIVE SECURITIES TO WHICH ANNEX XII OF THE PROSPECTUS DIRECTIVE REGULATION APPLIES, AN EXAMPLE OF HOW THE VALUE OF THE INVESTMENT IS AFFECTED BY THE VALUE OF THE UNDERLYING MAY BE INCLUDED.)**

*(Need to include details of where past and future performance and volatility of [the/each Commodity/Commodity Index/basket of Commodities/basket of Commodity Indices] can be obtained.) (Where the Commodity Linked Notes comprise a basket of Commodities or basket of Commodity Indices, include details of the relevant weightings of each Commodity or Commodity Indices, as the case may be, in the basket.)*

*(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

*[Identify source of all third party information.]*

*(Equity Linked Notes and Fund Linked Notes Only) PERFORMANCE OF [EQUITY / BASKET OF EQUITIES / FUND / BASKET OF FUNDS], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND OTHER INFORMATION CONCERNING THE [EQUITY / BASKET OF EQUITIES / FUND / BASKET OF FUNDS ]*

**10. (IF THERE IS A DERIVATIVE COMPONENT IN THE INTEREST OR THE NOTES ARE DERIVATIVE SECURITIES TO WHICH ANNEX XII OF THE PROSPECTUS DIRECTIVE REGULATION APPLIES, AN EXAMPLE OF HOW THE VALUE OF THE INVESTMENT IS AFFECTED BY THE VALUE OF THE UNDERLYING MAY BE INCLUDED.)**

*(Need to include details of where past and future performance and volatility of the/each [Equity/Fund] can be obtained.) (Where the Equity Linked Notes or Fund Linked Notes comprise a basket of Equities or basket of Funds, include details of the relevant weightings of each Equity or Fund, as the case may be, in the basket where applicable.)*

*[N.B. Where an issue of Equity Linked Notes or Fund Linked Notes is to be redeemed by physical delivery of all or part of a Reference Item and such Reference Item is not listed on a regulated market, the Issuer will supplement the Base Prospectus to include any additional information about the Reference Item that is required to enable the Issuer to comply with its disclosure obligations.]*

*(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the*

**Prospectus Directive.)**

[Identify source of all third party information.]

*(Preference Share Linked Notes Only) PERFORMANCE OF THE PREFERENCE SHARES. EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE PREFERENCE SHARES*

**11. [THE NOTES RELATE TO THE [ ] PREFERENCE SHARES [RELATING TO [ ]] OF THE PREFERENCE SHARE ISSUER.**

The Preference Share Value will be published on each [Business Day] on [the Bloomberg service] on page [ ].

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 details of the relevant underlying asset(s) or basis of reference to which the Preference Shares relate]*. Information on the Preference Share Underlying (including past and future performance and volatility) is published on [ ].

**12. OPERATIONAL INFORMATION**

- (i) ISIN: [ ]
- (ii) Common Code: [ ]
- (iii) CFI: [[ ]/Not Applicable]
- (iv) FISN: [[ ]/Not Applicable]

*(If the CFI and/or FISN is not required, requested or available as at the completion of the Final Terms, it/they should be specified to be "Not Applicable")*

- (v) Other Identification Number: [[specify other identification number e.g. WKM]/Not Applicable]

- (vi) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg, their addresses and the relevant identification number(s): [Not Applicable/give name(s), address(es) and number(s)] [Euroclear Sweden] [Euroclear Finland]

[Not Applicable. However, the Notes will be made eligible for CREST via the issue of CDIs representing the Notes.

Euroclear UK and Ireland Limited  
(CREST)  
33 Cannon Street  
London EC4M 5SB]

- (vii) Delivery: Delivery [against/free of] payment

- (viii) Name(s) and address(es) of Initial [ ]

Paying Agents, Registrar and Transfer Agents:

(ix) Names and addresses of additional [ ] Paying Agent(s), [Registrar and Transfer Agents] (if any):

(x) Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safe-keeper[, and registered in the name of a nominee of one of the ICSDs acting as common safe-keeper] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]/

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safe-keeper[, and registered in the name of a nominee of one of the ICSDs acting as common safe-keeper]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

### 13. DISTRIBUTION

#### DISTRIBUTION

- (a) [(i)] If syndicated, [names and addresses]<sup>23</sup> of Managers [and underwriting commitments /quotas (material features)]: [Not Applicable/give names, [addresses and underwriting commitments]<sup>23</sup>]
- [(Include names [and addresses]<sup>23</sup> of entities agreeing to underwrite the issue on a firm commitment basis and names [and addresses]<sup>23</sup> of the entities agreeing to place the issue without a firm commitment or on a “best efforts” basis if such entities are not the same as the Managers.)]<sup>23</sup>
- [(ii)] Date of [Subscription Agreement]<sup>23</sup>: [ ]
- [(iii)] Stabilisation Manager(s) (if any): [Not Applicable/give name]
- (b) If non-syndicated, name [and address]<sup>23</sup> of Dealer: [Not Applicable/give name [and address]
- (c) [Total commission and concession: [ ] per cent. of the Aggregate Principal Amount]
- (d) U.S. Selling Restrictions: [Regulation S compliance Category 2; [TEFRA C rules apply] [TEFRA D rules apply] [TEFRA rules not applicable] [Basket notice applicable]
- (e) Canadian Sales: [Canadian Sales Permitted]<sup>24</sup>[Canadian Sales Not Permitted]
- (f) Non-exempt Offer: [Applicable] [Not Applicable] (*if not applicable, delete the remaining placeholders of this paragraph (f) and also paragraph 14 below*).
- Non-exempt Offer Jurisdictions: [*Specify relevant Member State(s) where the issuer intends to make Non-exempt Offers (where the Base Prospectus lists the Non-exempt Offer Jurisdictions, select from that list), which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)*]

<sup>23</sup> Required for Notes with minimum denominations less than Euro 100,000 or for derivative securities to which Annex XII to the Prospectus Directive applies. If the Final Redemption Amount is other than 100 per cent. of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive.

<sup>24</sup> This should not be specified for, among others, Notes permitting physical delivery of securities.

Offer Period: [Specify date] until [specify date or a formula such as "the Issue Date" or "the date which falls [●] Business Days thereafter"]

Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it: [Insert names and addresses of financial intermediaries receiving consent (specific consent)].

General Consent: [Applicable]/[Not Applicable]

Other Authorised Offeror Terms: [Not Applicable][Add here any other Authorised Offeror Terms].

*(Authorised Offeror Terms should only be included here where General Consent is applicable).*

*(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a Non-exempt Offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt Offers may only be made into jurisdictions in which the Base Prospectus (and any supplement) has been notified/passported.)*

(g) Prohibition of Sales to EEA Retail Investors: Applicable[, other than with respect to offers of the Notes in [specify jurisdiction(s) for which a PRIIPs KID is being prepared] [during the period[s] [x]-[x] repeat periods as necessary]]

#### 14. TERMS AND CONDITIONS OF THE OFFER<sup>25</sup>

Offer Price: [Issue Price] [Not Applicable] [The Issuer has offered and will sell the Notes to the [Dealer(s)][the Authorised Offeror(s)] (and no one else) at the Issue Price of [ ] [less total commission of [ ]]. The Dealer(s) and Authorised Offerors will offer and sell the Notes to their customers in accordance with the arrangements in place between each

<sup>25</sup> Delete unless non-exempt public offers in the EEA are intended.

such Dealer and its customers (including Authorised Offerors) or each such Authorised Offeror and its customers by reference to the interest rate (if any) applicable to the Notes and the prevailing market conditions at the time.] *[specify]*

Conditions to which the offer is subject: [Not Applicable / *give details*]

Description of the application process: [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 minimum and/or maximum amount of application: [Not Applicable / *give details*]

Details of the method and time limits for paying up and delivering the Notes: [Not Applicable / *give details*]

Manner and date in which results of the offer are to be made public: [Not Applicable / *give details*]

Procedure for exercise of any right of pre-emption, negotiability of subscription rights and treatment of subscription rights not exercised: [Not Applicable / *give details*]

Whether tranche(s) have been reserved for certain countries: [Not Applicable / *give details*]

Process for notification to applicants of the amount allotted and the 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*]

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 [13] above and identifiable from the Base Prospectus/None/*give details*].

[Name and address of the entities which have a firm commitment to act as [None/*give details*]

intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment:]

## 15. HIRE ACT WITHHOLDING

*[Where (a) the Notes do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities or (b) the Section 871(m) determination has been made by the time the Final Terms are finalised (in which case, the determination will have been made either (i) on the pricing date, if this falls 14 days or fewer before the issue date or (ii) on the issue date, if the pricing date falls more than 14 days before the issue date), include this option, completed as appropriate:*

The Notes are [not] Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [The Notes are [not] Dividend Reinvestment Securities.] [The Notes are [not] Issuer Solution Securities.]]

*[Otherwise, include this option:*

As at the date of these Final Terms, the Issuer has not determined whether the Notes are Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986, however indicatively it considers that they will [not] be Specified Securities for these purposes. **This is indicative information only subject to change and if the Issuer's final determination is different then it will give notice of such determination.** [The Notes are [not] Dividend Reinvestment Securities.] [The Notes are [not] Issuer Solution Securities.]]

## 16. [INDEX/OTHER DISCLAIMER]<sup>26</sup>

The issue of this series of Notes (in this paragraph, the “**Transaction**”) is not sponsored, endorsed, sold, or promoted by [**NAME OF INDEX/OTHER**] (the “**Index**”) or [**NAME OF INDEX/OTHER SPONSOR**] (the “**Index Sponsor**”) and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with entering into any Transaction. The Issuer shall not have any liability for any act of failure to act by the Index Sponsor in connection with the calculation adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date, none of the Issuer or its affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Calculation Agent will obtain information concerning the Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.]

## 17. EU BENCHMARK REGULATION

EU Benchmark Regulation: Article 29(2) [Not Applicable]  
statement on benchmarks:

[Applicable: Amounts payable under the Notes are calculated by reference to [*insert name[s] of benchmark(s)*], which [*is/are*] provided by [*insert name[s] of the administrator[s]*] – *if more than one specify in relation to each relevant benchmark*].

As at the date of these Final Terms, [*insert name[s] of the administrator[s]*] [*is/are*] [*not*] included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority [(“**ESMA**”) pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) [(the “**BMR**”). [*repeat as necessary*]]

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<sup>26</sup> Include unless the relevant Index has a bespoke disclaimer, in which case substitute such bespoke disclaimer.

## **ANNEX**

### **SUMMARY OF THE NOTES**

*[Insert completed Summary for Notes with a denomination of less than EUR100,000 (or its equivalent in any other currency), other than Exempt Notes]*

## FORM OF PRICING SUPPLEMENT FOR EXEMPT NOTES

*Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Notes issued under the Programme.*

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – [Other than with respect to offers of the Notes in [*specify jurisdiction(s) for which a PRIIPs KID is being prepared*] [during the period[s] [x]-[x] *repeats periods as necessary,*] [T]/[t]he Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended). Consequently[, save as provided above,] no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") - [*To insert notice if classification of the Notes is not "capital markets products other than prescribed capital markets products", pursuant to Section 309B of the SFA or Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).*] (N.B. Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA)

**[THE NOTES ARE SUBJECT TO CONVERSION IN WHOLE OR IN PART – BY MEANS OF A TRANSACTION OR SERIES OF TRANSACTIONS AND IN ONE OR MORE STEPS – INTO COMMON SHARES OF ROYAL BANK OF CANADA OR ANY OF ITS AFFILIATES UNDER SUBSECTION 39.2(2.3) OF THE CANADA DEPOSIT INSURANCE CORPORATION ACT (CANADA) (“CDIC ACT”) AND TO VARIATION OR EXTINGUISHMENT IN CONSEQUENCE AND SUBJECT TO THE APPLICATION OF THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN IN RESPECT OF THE OPERATION OF THE CDIC ACT WITH RESPECT TO THE NOTES.]<sup>1</sup>**

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF NOTES DESCRIBED BELOW.**

Pricing Supplement dated •

[Logo]

**ROYAL BANK OF CANADA**  
(a Canadian chartered bank)

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<sup>1</sup> Legend to be included on front of the Pricing Supplement if the Notes are Bail-inable Securities.

Legal entity identifier (LEI): ES7IP3U3RHIGC71XBU11

Issue of [Aggregate Principal Amount of Tranche] [Title of Notes]  
under the Programme for the Issuance of Securities

[The Notes may not be distributed to non-qualified investors in or from Switzerland, as such terms are defined or interpreted under the Swiss Federal Act on Collective Investment Schemes [(“CISA”).]<sup>2</sup>

[The Notes are not subject to supervision by the Swiss Financial Market Supervisory Authority FINMA (“FINMA”): None of the Notes constitute a participation in a collective investment scheme within the meaning of the [Swiss Federal Act on Collective Investment Schemes (“CISA”)/CISA] and are neither subject to the authorisation nor the supervision by the FINMA and investors do not benefit from the specific investor protection provided under the CISA.]<sup>3</sup>

*[(Insert any specific additional risk factors, if appropriate.)]*

## PART A – CONTRACTUAL TERMS

[Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.]<sup>4</sup>

This document constitutes the Pricing Supplement for the Notes described herein. This document must be read in conjunction with the Structured Securities Base Prospectus dated October 12, 2018 [as supplemented by the supplement[s] dated [●]] (the “**Base Prospectus**”). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. Copies of the Base Prospectus may be obtained from [the offices of the Issuer, Royal Bank Plaza, 200 Bay Street, 8<sup>th</sup> Floor, South Tower, Toronto, Ontario, Canada and the offices of the Issuing and Paying Agent, One Canada Square, London E14 5AL, England].

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the [Base Prospectus] dated [original date] [and the supplement dated [date]] which are incorporated by reference in the Base Prospectus.]<sup>5</sup>

*[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*

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<sup>2</sup> Include in the case of a private placement in Switzerland.

<sup>3</sup> Include in the case of Notes offered in Switzerland.

<sup>4</sup> Do not include if the "Prohibition of Sales to EEA Retail Investors" legend and the related selling restriction is applicable in all jurisdictions at all times.

<sup>5</sup> Only include this language where it is a fungible issue and the original Tranche was issued under a Base Prospectus with a different date.

*paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.]*

[By investing in the Notes each investor represents that:

(a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to invest in the Notes and as to whether the investment in the Notes is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer or any Dealer as investment advice or as a recommendation to invest in the Notes, it being understood that information and explanations related to the Conditions of the Notes shall not be considered to be investment advice or a recommendation to invest in the Notes. No communication (written or oral) received from the Issuer or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the Notes.

(b) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and the risks of the investment in the Notes. It is also capable of assuming, and assumes, the risks of the investment in the Notes.

(c) **Status of Parties.** Neither the Issuer nor any Dealer is acting as fiduciary for or adviser to it in respect of the investment in the Notes.]<sup>6</sup>

- |    |  |  |
|----|--|--|
| 1. | Issuer:  | Royal Bank of Canada   |
|    | Branch of Account / Branch:  | [Not Applicable] [London Branch] [Main Toronto Branch located at 200 Bay Street, Toronto, Ontario, Canada]   |
| 2. | [(i)] Series Number:   | [ ]  |
|    | [(ii) Tranche Number:  | [ ]  |
|    | (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible).] | <i>(For Preference Share Linked Notes, to avoid adversely affecting the tax treatment of the original issuance, the nominal value of further issuances must not exceed the nominal value of the original issuance. If further issuances are to be made after the original further issuance, the aggregate value of further issuances must not exceed the nominal value of the original issue.)</i> |
| 3. | Specified Currency or Currencies:<br>(Condition 1.12)  | [ ]  |
| 4. | Aggregate Principal Amount:  | [ ]  |
|    | [(i)] Series:  | [ ]  |

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<sup>6</sup> Insert for Reference Item Linked Notes only, as appropriate.

- [(ii) Tranche: [ ]]
5. Issue Price: [ ] per cent of the Aggregate Principal Amount [plus accrued interest from *[insert date]* (*in the case of fungible issues only (if applicable)*)]
- [For Preference Share Linked Notes:  
100% of the Aggregate Principal Amount]
6. (a) Specified Denominations: [ ]
- (Condition 1.10, 1.11 or 1.11a) *[N.B. where Bearer Notes with multiple denominations are being used, the following sample wording should be followed:*
- [[•] [and integral multiples of [•] in excess thereof up to and including [•]. No Notes in definitive form will be issued with a denomination above [•].]*<sup>7</sup>
- [So long as the Notes are represented by a Temporary Global Note or Permanent Global Note and the relevant clearing system(s) so permit, the Notes will be tradeable only in principal amounts of at least the Specified Denomination (or if more than one Specified Denomination, the lowest Specified Denomination) and higher integral multiples of [•], notwithstanding that no definitive Notes will be issued with a denomination above [•]].*
- (b) Calculation Amount: *[If only one Specified Denomination and no integral multiples in excess thereof, insert the Specified Denomination. If there is more than one Specified Denomination, and no integral multiples in excess thereof, insert the highest common factor of the Specified Denominations. If there are integral multiples in excess of the Specified Denomination(s), insert the highest common factor of the integral multiples and the Specified Denomination(s).] [Note – there must be a common factor in the case of two or more Specified Denominations or integral multiples in excess of the Specified Denomination(s).]*
- (c) Minimum Trading Size: [Applicable: [•]/Not Applicable]
7. (i) Issue Date: [ ]

<sup>7</sup> If item 39 indicates that a Global Note is exchangeable for Definitive Notes at the option of a Holder, the Specified Denominations may not include integral multiples.

*(N.B. For Preference Share Linked Note, the Preference Shares should already be in issue)*

- (ii) Interest Commencement Date [Specify/Issue Date /Not Applicable]
8. Maturity Date: [specify date or for Floating Rate Notes Interest Payment Date falling in or nearest to the relevant month and year]
- (In the case of Reference Item Linked Notes, if required in addition to Condition 18.16, consider providing for postponement of Maturity Date for a Market Disruption Event or Settlement Disruption Event to ensure sufficient time between final valuation and maturity or to account for the delayed delivery, as applicable)*
- [For Preference Share Linked Notes:
- [●] or if later [three] Business Days after the Final Valuation Date]]
9. Interest Basis: [[•] per cent. Fixed Rate]
- [[LIBOR/EURIBOR/CNH HIBOR/Other (specify)] +/-][•] per cent. Floating Rate]
- [Zero Coupon]
- [Currency Linked Interest]
- [Commodity Linked Interest]
- [Equity Linked Interest]
- [Index Linked Interest]
- [Fund Linked Interest]
- [Dual Currency Interest]
- [Non-interest bearing]
- [Other (Specify)]
- (Further particulars specified below)*
- (N.B. If two or more of the above apply, state which are applicable and complete the relevant particulars)*
10. [(a)] Redemption Basis: [Redemption at par]
- [Currency Linked Redemption]
- [Commodity Linked Redemption]
- [Equity Linked Redemption]
- [Index Linked Redemption]

[Credit Linked Redemption]

[Fund Linked Redemption]

[Dual Currency Redemption]

[Preference Share Linked Redemption]

[Partly Paid]

[Instalment]

[Other (*Specify*)]

*(N.B. If two or more of the above apply, state which are applicable and complete the relevant particulars)*

- [(b) Protection Amount: [Principal Protected/[•] per cent. of the Calculation Amount /Not Applicable]]<sup>8</sup>
11. Change of Interest or Redemption/Payment Basis: [*Specify details of any provision for convertibility of Notes into another interest or redemption/ payment basis / Not Applicable*]
12. Put Option/ Call Option/ Trigger Early Redemption: [Not Applicable]  
[Put Option]<sup>9</sup>  
[Call Option]  
[Trigger Early Redemption]  
[(further particulars specified below)]
- [*For Preference Share Linked Notes:*
- [Call Option/Not Applicable] (*Put Option and Trigger Early Redemption should not be specified*)]
13. Date [Board] approval for issuance of Notes obtained: [[ ] [and [ ]], respectively]/[Not Applicable]  
*(N.B Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)*
14. Bail-inable Securities: [Yes/No]
15. Method of distribution: [Syndicated/Non-syndicated]

#### **PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

16. **Fixed Rate Note Provisions** (Condition 4.02/4.02a) [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Rate[(s)] of Interest: [ ] per cent. per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]

<sup>8</sup> Only applies to Reference Item Linked Notes. In the case of Preference Share Linked Notes this should be no more than 10% of the Issue Price.

<sup>9</sup> Put Option not applicable to Bail-inable Securities.

- (ii) Interest Payment Date(s): [ ] in each year, commencing on [ ], [adjusted for payment purposes only in accordance with the Business Day Convention /adjusted for calculation of interest and for payment purposes in accordance with the Business Day Convention<sup>10</sup> /not adjusted]
- (iii) Adjusted Interest Periods: [Applicable]/[Not Applicable]
- (iv) Business Day Convention: [Following Business Day Convention/Modified Following Business Day Convention<sup>11</sup>/Preceding Business Day Convention/FRN Convention/Eurodollar Convention/other (*give details*)]/[Not Applicable]
- (v) Fixed Coupon Amount[(s)]: [[ ] per Calculation Amount]/[Not Applicable]<sup>12</sup>
- (vi) Broken Amount(s): [[ ] per Calculation Amount, payable on the Interest Payment Date falling [on/or] [ ]]  
*[Insert particulars of any initial or final broken interest amounts which do not correspond with the Fixed Coupon Amount[(s)]]*  
 [Not Applicable]<sup>12</sup>
- (vii) Day Count Fraction: [30/360 / Actual/Actual (ICMA/ISDA)/ Actual/365 (Fixed)<sup>13</sup>//other] [Not Applicable]
- (viii) Determination Dates: [ ] in each year (*insert regular interest payment dates, ignoring issue date or maturity 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)*)  
 [Not Applicable]
- (ix) Default Rate: [As set out in Condition 4.06/[ ]]
- (x) Other terms relating to the method of calculating interest for Fixed Rate Notes: [Not Applicable/*give details*]

<sup>10</sup> Applicable only where Adjusted Interest Periods are specified as "Applicable" below.

<sup>11</sup> Applicable for RMB Adjusted Fixed Rate Notes.

<sup>12</sup> For Adjusted Fixed Rate Notes specify "Not Applicable".

<sup>13</sup> Applicable to RMB Notes.

17. **Floating Rate Note Provisions** (Condition 4.03) [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Specified Period(s): [ ]/[Not Applicable]
- (ii) Specified Interest Payment Dates: [ ][, subject to adjustment in accordance with the Business Day Convention set out in (iii) below/, not subject to any adjustment, as the Business Day Convention in (iii) below is specified to be Not Applicable]/[Not Applicable]
- (iii) First Interest Payment Date: [ ]
- (iv) Business Day Convention: [Floating Rate Convention/ Following Business Day Convention/ Modified Following Business Day Convention/ Preceding Business Day Convention/FRN Convention/ Eurodollar Convention/ other (*give details*)] [Not Applicable]
- (v) Business Centre(s): [ ] [TARGET2] [Not Applicable]
- (vi) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Rate Determination/other (*give details*)]
- (vii) Screen Rate Determination: [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- Reference Rate: [ ]  
*(LIBOR, EURIBOR, CNH HIBOR or other, although additional information is required if other, including fallback provisions)*
- Interest Determination Date(s): [ ]  
*(Second London business day prior to start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR, the second TARGET2 Business Day prior to start of each Interest Period if EURIBOR or euro LIBOR and the second business day in Hong Kong prior to the start of such Interest Period if CNH HIBOR.)*
- Relevant Screen Page: [ ]  
*(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is on page which shows a composite rate or amend*

*fallback provisions appropriately.)*

- Relevant Time: [ ]
- Reference Banks: [ ]
- Relevant Financial Centre: [ ]
- (viii) ISDA Rate Determination: [Applicable]/[Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
  - Floating Rate Option: [ ]
  - Designated Maturity: [ ]
  - Reset Date: [ ]
- (ix) 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*)]
- (x) Margin(s): [+/-][ ] per cent. per annum
- (xi) Minimum Rate of Interest: [ ] per cent. per annum  
(Condition 4.04)
- (xii) Maximum Rate of Interest: [ ] per cent. per annum  
(Condition 4.04)
- (xiii) Day Count Fraction: [Actual/Actual or Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/360  
30/360 or 360/360 or Bond Basis  
30E/360 or Eurobond Basis  
30E/360 (ISDA)  
  
Actual/365 (Sterling)  
Other]  
[Not Applicable]
- (xiv) Default Rate: [As set out in Condition 4.06/[ ]]
- (xv) Fall back provisions, [ ]

rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Notes, if different from those set out in the Conditions:

18. **Zero Coupon Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Accrual Yield: [ ] per cent per annum
- (ii) Reference Price: [ ] per Calculation Amount
- (iii) Any other formula/basis of determining amount payable: [ ]
- (iv) Day Count Fraction: [Actual/365  
Actual/360  
30/360  
Actual/Actual (ICMA)]
- (v) Determination Dates [[ ] in each year] *(insert dates. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))* [Not Applicable]
- (vi) Early Redemption Amount: [Zero Coupon Early Redemption Amount 1]/[Zero Coupon Early Redemption Amount 2]
19. **Reference Item Linked Interest Notes** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Description of formula to be used to [•]

- determine the  
Rate of  
Interest or  
Interest  
Amount:
- (ii) Provisions for determining the Rate of Interest and/or Interest Amount where calculation by reference to Reference Items and/or formula impossible or impracticable : [•]
- (iii) Interest Period(s)/Specified Interest Payment Date(s): [•]
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/FRN Convention/Eurodollar Convention/[Specify other]] [Not Applicable]
- (v) Additional Financial Centre(s): [•] [Not Applicable]
- (vi) Minimum Rate of Interest: [[•] per cent. per annum]/[Not Applicable]
- (vii) Maximum Rate of Interest: [[•] per cent. per annum]/[Not Applicable]
- (viii) Day Count Fraction: [Actual/Actual or Actual/Actual (ISDA)  
Actual/365 (Fixed)  
Actual/360  
30/360 or 360/360 or Bond Basis]

30E/360 or Eurobond Basis

30E/360 (ISDA)

Actual/365 (Sterling)

Other]

(ix) Default Rate: [As set out in Condition 4.06/[ ]]

(x) Other terms or special conditions:<sup>14</sup> [•]

20. **Dual Currency Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Rate of Exchange/method of calculating Rate of Exchange: [give details]

(ii) Provisions applicable where calculation by reference to Rate of Exchange impossible or impracticable : [ ]

(iii) Person at whose option Specified Currency(ies) is/are payable: [ ]

#### PROVISIONS RELATING TO REDEMPTION

21. **Call Option** [Applicable/Not Applicable]  
(Condition 5.03) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Optional [ ]

<sup>14</sup> Note any additional disclosure requirements under the Principal Protected Notes Regulation (Canada) in respect of Notes sold in Canada. Alternatively, such Notes could be sold only to accredited investors in Canada.

- Redemption Date(s):
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [ ] per Calculation Amount  
*(For Preference Share Linked Notes: Early Redemption Amount per Calculation Amount)*
- (iii) Redeemable in part: [Applicable] [Note Applicable] *[If not applicable, delete the remaining sub-paragraphs of this paragraph]*  
 If redeemable in part:
- (a) Minimum Redemption Amount: [ ] per Calculation Amount
- (b) Maximum Redemption Amount: [ ] per Calculation Amount
- (iv) Notice periods<sup>15</sup> Minimum period: [ ] days  
 Maximum period: [ ] days
22. **Put Option** [Applicable/Not Applicable]  
 (Condition 5.06) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Optional Redemption Date(s): [ ]
- (ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [ ] per Calculation Amount

<sup>15</sup> When setting notice periods issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its issuing and paying agent/registrars.

- amount(s):
- (iii) Notice periods<sup>15</sup> Minimum period: [ ] days
- Maximum period: [ ] days
23. **Notice periods for Early Redemption for Taxation Reasons:**<sup>15</sup>
- (i) Minimum period: [●] days
- (ii) Maximum period: [●] days
24. **TLAC Disqualification Event:**<sup>16</sup> [Applicable] [Not Applicable]
25. **Notice periods for Redemption for Illegality:**<sup>15</sup>
- (i) Minimum period: [●] days
- (ii) Maximum period: [●] days
26. **Trigger Early Redemption** (Condition 5.09) [Applicable/Not Applicable] [*If not applicable, delete the remaining sub-paragraphs of this paragraph*]
- (i) Trigger Early Redemption Event: [•]
- (ii) Trigger Early Redemption Date(s): [Each Interest Payment Date immediately following the relevant Observation Date] [• Business Days following the relevant Observation Date] [*specify other*]
- (iii) (a) Trigger Early Redemption Amount of each Note and method, if any, of calculation of such amount(s): [•] [per Calculation Amount]/other/see Appendix

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<sup>16</sup> Only an option in respect of Bail-inable Securities.

- (b) Trigger Early Redemption Amount includes amount in respect of Accrued Interest: [Yes: no additional amount in respect of accrued interest to be paid / No: together with the Trigger Early Redemption Amount, accrued interest shall also be paid]/[Not Applicable]

**[N.B. For all Notes attention should be given to how accrued interest should be included in the computation of the Trigger Early Redemption Amount, if at all.]**

27. **Final Redemption Amount of each Note** [] per Calculation Amount/other/see below/see Appendix  
 [As per item 30 below (include in the case of Reference Item Linked Notes)]  
 [Ensure provisions for each type of Note are contained in the Schedule or are completed below. Delete provisions that are not applicable to the Notes.]

28. **Early Redemption Amount**

- (i) Early Redemption Amount(s) payable on redemption for taxation reasons[, a TLAC Disqualification Event]<sup>17</sup>, illegality or on event of default or other early redemption and/or the method of calculating the same (including, in the case of Index Linked Notes, following an Index Adjustment Event in
- [[As per Condition 5.10]/[] per Calculation Amount/other/see Appendix] [*If effective date for changes in law triggering redemption for taxation reasons is not Issue Date, indicate effective date.*]  
 [*If fair market value formulation in Condition 5.10(d) applies, insert:*  
 Market Valuation Date: [  ]  
 [*For Preference Share Linked Notes:*  
 The Early Redemption Amount as set out in Condition 5]

<sup>17</sup> Only relevant if TLAC Disqualification Event is specified as Applicable above.

accordance with Condition 7, or in the case of Equity Linked Notes, following a Potential Adjustment Event and/or De-listing and/or Merger Event and/or Nationalisation and/or Insolvency and/or Tender Offer in accordance with Condition 8, or in the case of Equity Linked Notes, Index Linked Notes or Fund Linked Notes (involving ETFs), following an Additional Disruption Event (if applicable), or in the case of Fund Linked Notes, following a Fund Event or De-listing, Material Underlying Event, Merger Event, Nationalisation or Tender Offer in accordance with Conditions 11 and 12) (if required):

(ii) Early Redemption Amount includes amount in

[Yes: no additional amount in respect of accrued interest to be paid / No: together with the Early Redemption Amount, accrued interest shall also be paid]/[Not Applicable]

respect of  
accrued  
interest:

**[N.B. For all Notes attention should be given to how accrued interest should be included in the computation of the Early Redemption Amount, if at all.]**

## PROVISIONS RELATING TO REFERENCE ITEM LINKED NOTES

### 29. Settlement Method

Whether redemption of the Notes will be by (a) Cash Settlement or (b) Physical Delivery or (c) Cash Settlement and/or Physical Delivery and whether option to vary settlement:

[Cash Settlement/Physical Delivery/Cash Settlement and/or Physical Delivery and specify whether Option to vary settlement applies]

*[If Cash Settlement and/or Physical Delivery is specified, specify details for determining in what circumstances Cash Settlement or Physical Delivery will apply]*

### 30. Final Redemption Amount for Reference Item Linked Notes

[[ ]] per Calculation Amount/other/see below/see Appendix

[For Preference Share Linked Notes:

Per Calculation Amount, an amount in the Specified Currency calculated by the [Calculation Agent] equal to:

$$\text{Calculation Amount} \times \frac{\text{Preference Share Value}_{\text{final}}}{\text{Preference Share Value}_{\text{initial}}}$$

Where:

"**Preference Share Value<sub>final</sub>**" means the Preference Share Value on the Final Valuation Date; and

"**Preference Share Value<sub>initial</sub>**" means the Preference Share Value on the Initial Valuation Date.]

*(For the purposes of the above, the Issue Price must be 100 per cent. of the Aggregate Nominal Amount)]*

*[Ensure provisions for each type of Reference Item Linked Note are contained in the Schedule or are completed below]*

### 31. Multi-Reference Item Linked Notes

[Applicable / Not Applicable]

[if Applicable:

(a) The Notes are linked to each of the Reference Items set out in the table below. The Terms and Conditions of the Notes as amended and/or

supplemented by the applicable Pricing Supplement shall be construed on the basis that in respect of each Reference Item the Relevant Conditions set out beside such Reference Item in the table below shall apply as the context admits separately and independently in respect of the relevant Reference Item.

(b)	<b>Reference Item</b>	<b>Relevant Conditions</b>
(1)	[●]	[Condition [●] as amended and/or supplemented by item [●] below applies]
(2)	[●]	[Condition [●] as amended and/or supplemented by item [●] below applies]
(3)	[●]	[Condition [●] as amended and/or supplemented by item [●] below applies]
(c)	<i>[Insert additional terms and conditions in respect of multi-asset baskets as required]</i>	
32.	<b>Currency Linked Note Provisions</b>	[Applicable/Not Applicable] <i>[If not applicable, delete the remaining sub-paragraphs of this paragraph]</i>
(i)	Base Currency/Subject Currency:	[•]
(ii)	Currency Price:	[•] <i>[N.B. Include if different from definition in Condition 14.02]</i>
(iii)	FX Market Disruption Event(s):	[FX Price Source Disruption] [FX Trading Suspension or Limitation] [Inconvertibility Event]
(iv)	FX Price Source(s):	[•]
(v)	Specified Financial Centre(s):	[•]
(vi)	Averaging:	Averaging [applies/does not apply] to the Notes. [The Averaging Dates are [•].]
(vii)	Observation Period(s):	[Each Scheduled Trading Day from (and including) [[•] / the Trade Date] to (and including) [[•] / the Valuation Date]] / [Not

- |        |  |   |
|--------|--|---|
|        |  | Applicable]   |
| (viii) | Valuation Date(s):                               | [•]   |
| (ix)   | Valuation Time:                                  | [Condition 14.02 applies] / [•]   |
| (x)    | Intraday Price:                                  | [Applicable] / [Not Applicable]   |
| (xi)   | Valuation Cut-Off Date:                          | [•]   |
| (xii)  | FX Disrupted Day:                                | [Consider provisions in Condition 14.02 for calculation of Currency Price if a Valuation Date is a FX Disrupted Day and if not appropriate insert appropriate provisions] |
| (xiii) | Weighting or w:                                  | [•]   |
| (xiv)  | Other terms or special conditions: <sup>18</sup> | [•]   |
33. **Commodity Linked Note Provisions** [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- |     |   |  |
|-----|---|--|
| (i) | Commodity/Basket of Commodities/Commodity Index/ Basket of Commodity Indices: | [Cocoa]<br>[Coffee]<br>[Corn]<br>[Cotton]<br>[Lean Hogs]<br>[Live Cattle]<br>[Soybeans]<br>[Sugar]<br>[Wheat]<br>[Natural Gas (Henry Hub)]<br>[Oil (WTI)]<br>[Oil (Brent)]<br>[Gasoline]<br>[Gold]<br>[Platinum]<br>[Silver]<br>[Palladium]<br>[Aluminium]<br>[Copper]<br>[Lead]<br>[Nickel] |
|-----|---|--|

<sup>18</sup> Note any additional disclosure requirements under the Principal Protected Notes Regulation (Canada) in respect of Notes sold in Canada. Alternatively, such Notes could be sold only to accredited investors in Canada.

[Zinc]

[●]

[The Sponsor[s] of the Commodity Index/Indices is/are [●]]

(ii) Relevant provisions for determining the Final Redemption Amount:

[●]

(iii) Commodity Reference Price:

[COCOA-NYBOT]  
[COFFEE ARABICA-NYBOT]  
[CORN NO. 2 YELLOW-CBOT]  
[COTTON NO.2-NYBOT]  
[LEAN HOGS-CME]  
[LIVE CATTLE-CME]  
[SOYBEANS-CBOT]  
[SUGAR#11 (WORLD)-NYBOT]  
[WHEAT-CBOT]  
[NATURAL GAS-HENRYHUB-NYMEX]  
[OIL-WTI-NYMEX]  
[OIL-BRENT-IPE]  
[GASOLINE-RBOB-NYMEX]  
[GOLD-P.M. FIX]  
[PLATINUM-P.M. FIX]  
[PALLADIUM-P.M. FIX]  
[SILVER-FIX]  
[ALUMINIUM-LME CASH]  
[COPPER-LME CASH]  
[LEAD-LME CASH]  
[NICKEL-LME CASH]  
[ZINC-LME CASH]  
[●]

(iv) Price Source:

[Bloomberg Screen page "CC1 <CMDTY> CT"/ Reuters Screen page "0#CC:"] [*insert where the Commodity Reference Price is COCOA-NYBOT*]  
[Bloomberg Screen page "KC1 <CMDTY> CT"/Reuters Screen page "0#KC:"] [*insert where the Commodity Reference Price is COFFEE ARABICA-NYBOT*]  
[Bloomberg Screen page "C 1 <CMDTY> CT"/Reuters Screen page "0#C:"] [*insert where the Commodity Reference Price is CORN NO. 2 YELLOW-CBOT*]  
[Bloomberg Screen page "CT1 <CMDTY> CT"/Reuters Screen page "0#CT:"] [*insert where the Commodity Reference Price is COTTON NO.2-NYBOT*]  
[Bloomberg Screen page "LH1 <CMDTY> CT"/Reuters Screen page " 0#LH:"] [*insert where the Commodity Reference Price is LEAN HOGS-CME*]

[Bloomberg Screen page "LC1 <CMDTY> CT"/Reuters Screen page "0#LC:"] *[insert where the Commodity Reference Price is LIVE CATTLE-CME]*

[Bloomberg Screen page "S 1 <CMDTY> CT"/Reuters Screen page "0#S:"] *[insert where the Commodity Reference Price is SOYBEANS-CBOT]*

[Bloomberg Screen page "SB1 <CMDTY> CT"/Reuters Screen page "0#SB:"] *[insert where the Commodity Reference Price is SUGAR#11 (WORLD)-NYBOT]*

[Bloomberg Screen page "W 1 <CMDTY> CT"/Reuters Screen page "0#W:"] *[insert where the Commodity Reference Price is WHEAT-CBOT]*

[Bloomberg Screen page "NG1 <CMDTY>"/Reuters Screen page "2NGc1"] *[insert where the Commodity Reference Price is NATURAL GAS-HENRYHUB-NYMEX]*

[Bloomberg Screen page "CL1 <CMDTY>"/Reuters Screen page "2CLc1"] *[insert where the Commodity Reference Price is OIL-WTI-NYMEX]*

[Bloomberg Screen page "CO1 <CMDTY>"/Reuters Screen page "LCOc1"] *[insert where the Commodity Reference Price is OIL-BRENT-IPE]*

[Bloomberg Screen page "XB1 <Comdty> "/Reuters Screen page "2RBc1"] *[insert where the Commodity Reference Price is GASOLINE-RBOB-NYMEX]*

[Bloomberg Screen page "GOLDLNPM <INDEX>"/Reuters Screen page "GOFO"] *[insert where the Commodity Reference Price is GOLD-P.M. FIX]*

[Bloomberg Screen page "PLTMLNPM <INDEX>"/Reuters Screen page "STBL"] *[insert where the Commodity Reference Price is PLATINUM-P.M. FIX]*

[Bloomberg Screen page "SLVRLNPM <INDEX>"/Reuters Screen page "SIFO"] *[insert where the Commodity Reference Price is SILVER-FIX]*

[Bloomberg Screen page "PLDMLNPM <INDEX>"/Reuters Screen page "STBL"] *[insert where the Commodity Reference Price is PALLADIUM-P.M. FIX]*

[Bloomberg Screen page "LOAHDY <CMDTY>"/Reuters Screen page "SETTMAL01"] *[insert where the Commodity Reference Price is ALUMINIUM-LME CASH]*

[Bloomberg Screen page "LOCADY <CMDTY>"/Reuters Screen page "SETTMCU01"] *[insert where the Commodity Reference Price is COPPER-LME CASH]*

[Bloomberg Screen page "LOPBDY <CMDTY>"/Reuters Screen page "SETTMPB01"] *[insert where the Commodity Reference Price is LEAD-LME CASH]*

[Bloomberg Screen page "LONIDY <CMDTY>"/Reuters Screen page "SETTMNI01"] *[insert where the Commodity Reference Price is NICKEL-LME CASH]*

[Bloomberg Screen page "LOZSDY <CMDTY>"/Reuters

Screen page "SETTMZN01" [insert where the Commodity Reference Price is ZINC-LME CASH]

[●]

- (v) Exchange: [NYBOT] [insert where the Commodity Reference Price is COCOA-NYBOT, COFFEE ARABICA-NYBOT, COTTON NO.2-NYBOT or SUGAR#11 (WORLD)-NYBOT]  
[CBOT] [insert where the Commodity Reference Price is CORN NO. 2 YELLOW-CBOT, SOYBEANS-CBOT or WHEAT-CBOT]  
[CME] [insert where the Commodity Reference Price is LEAN HOGS-CME or LIVE CATTLE-CME]  
[NYMEX] [insert where the Commodity Reference Price is NATURAL GAS-HENRYHUB-NYMEX, OIL-WTI-NYMEX OR GASOLINE-RBOB-NYMEX]  
[ICE] [insert where the Commodity Reference Price OIL-BRENT-IPE]  
[London Gold Market] [insert where the Commodity Reference Price is GOLD-P.M. FIX]  
[LPPM] [insert where the Commodity Reference Price is PLATINUM-P.M. FIX or PALLADIUM-P.M. FIX]  
[London Silver Market] [insert where the Commodity Reference Price is SILVER-FIX]  
[LME] [insert where the Commodity Reference Price is ALUMINIUM-LME CASH, COPPER-LME CASH, LEAD-LME CASH, NICKEL-LME CASH or ZINC-LME CASH]  
[●]
- (vi) Delivery Date: [●]  
[See Conditions]
- (vii) Pricing Date: [●]
- (viii) Nearby Month: [●]  
[See Conditions]
- (ix) Common Pricing: [Applicable/Not Applicable] (N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)
- (x) Additional Market Disruption Events: [specify any additional Market Disruption Events]
- (xi) Disruption Fallback(s): [As set out in Condition 13]/[●]  
[Fallback Reference Price: alternate Commodity Reference Price – [●]]  
[Commodity Index Cut-Off Date: [●]]
- (xii) Commodity Business Day: [●]

- (xiii) Trade Date:
- (xiv) Weighting or w: [Not Applicable/The weighting to be applied to each item comprising the Basket is
- (N.B. Only applicable in relation to Commodity Linked Notes relating to a Basket)*
- (xv) Specified Price: [high price]  
[low price]  
[average of the high price and the low price]  
[closing price]  
[opening price]  
[bid price]  
[asked price]  
[average of the bid price and the asked price]  
[settlement price]  
[official settlement price]  
[official price]  
[morning fixing]  
[afternoon fixing]  
[spot price]  
[other]
- (xvi) Intraday Price: [Applicable] / [Not Applicable]
- (xvii) Other terms or special conditions:
34. **Index Linked Note Provisions (Equity Indices only)** [Applicable/Not Applicable] *[If not applicable, delete the remaining sub-paragraphs of this paragraph]*
- (i) Whether the Notes relate to a Basket of Indices or a single Index and the identity of the relevant Index/Indices and details of the relevant Index Sponsor(s) and whether such Index / Indices is a Multi- [Single Index/Basket of Indices]  
Index or Indices: [] (*Give or annex details*)  
Index Sponsor(s):  
Multi-Exchange Index: [Yes/No]

- Exchange Index:
- (ii) Reference Level: [As set out in Condition 7.03 / *Insert another definition*]
- (iii) Averaging Date(s): [The Averaging Dates are [     ].]  
 [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/ Modified Postponement] will apply.]
- (iv) Observation Period(s): [Each Scheduled Trading Day from (and including) [[•] / the Trade Date] to (and including) [[•] / the Valuation Date]] / [Not Applicable]
- (v) Observation Date(s): [[•] (*Give details*) / Not Applicable]
- (vi) Valuation Date(s): [•]
- (vii) Valuation Time: [Condition 7.03 applies/(*Specify if other*)]
- (viii) Specified Level: [Closing Level / Intraday Level] / [Not Applicable]
- (ix) Disrupted Day: [*Consider provisions in Condition 7.03 for calculation of the Reference Level if a Valuation Date, Observation Date or Averaging Date is Disrupted Day and if not appropriate insert appropriate provisions*]
- (x) Additional Disruption Events: [Applicable/Not Applicable]  
 [Change in Law]  
 [Hedging Disruption]  
 [Increased Cost of Hedging]  
 [*Other*]
- (xi) Index Substitution: [Applicable/Not Applicable]  
 [*If applicable and different from Condition 7.03,*  
 The Index Substitution Criteria are:  
 [     ]]
- (xii) Exchange(s): [•]
- (xiii) Related Exchange(s): [All Exchanges]/[•]

- (xiv) Initial Level: [•]
- (xv) Trade Date: [Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)] / [Insert Trade Date of related swap transaction (if different from Issue Date)]
- (xvi) Hedging Entity: [Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]
- (xvii) Weighting or w: [•]
- (xviii) Other terms or special conditions: <sup>19</sup> [•]
35. **Equity Linked Note Provisions** [Applicable/Not Applicable] [*If not applicable, delete the remaining sub-paragraphs of this paragraph*]
- (i) Whether the Notes relate to a Basket of Equities or a single Equity and the identity of the Equity Issuer(s): [Single Equity/Basket of Equities] [*Give or annex details of Equity Issuers and Equities, including details of Underlying Equities where applicable*]
- (a) Equity/Equities: [Existing ordinary shares of the Equity Issuer]
- (b) Equity Issuer: [•] (Bloomberg code [•]);
- (c) ISIN/Common Code: [•]/[•]
- (ii) Reference Price: [As set out in Condition 8.05 / *Insert another definition*]
- (iii) Observation Period(s): [Each Scheduled Trading Day from (and including) [[•] / the Trade Date] to (and including) [[•] / the Valuation Date]] / [Not Applicable]
- (iv) Observation Date(s): [[•] (*Give details*) / Not Applicable]
- (v) Averaging Date(s): [The Averaging Dates are [ ]].]
- [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/ Modified Postponement] will apply.]
- (vi) Valuation Date(s): [•]

<sup>19</sup> Note any additional disclosure requirements under the Principal Protected Notes Regulation (Canada) in respect of Notes sold in Canada. Alternatively, such Notes could be sold only to accredited investors in Canada.

(vii)	Valuation Time:	[Condition 8.05 applies/(Specify if other)]
(viii)	Specified Price:	[Closing Price / Intraday Price] / [Not Applicable]
(ix)	Common Disrupted Days:	[Applicable/Not Applicable]  <i>[N.B. May only be applicable in relation to Equity Linked Notes relating to a Basket of Equities.]</i>
(x)	Disrupted Day:	<i>[Consider provisions in Condition 8.05 for calculation of the Reference Price if a Valuation Date, Observation Date or Averaging Date is a Disrupted Day and if not appropriate insert appropriate provisions]</i>
(xi)	Initial Price:	[•]
(xii)	Trade Date:	<i>[Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)] / [Insert Trade Date of related swap transaction (if different from Issue Date)]</i>
(xiii)	Potential Adjustment Events:	Applicable/Not Applicable [See Condition 8.02(i)]
(xiv)	De-listing:	[Applicable/Not Applicable]
(xv)	Merger Event:	[Applicable/Not Applicable]
(xvi)	Nationalisation:	[Applicable/Not Applicable]
(xvii)	Insolvency:	[Applicable/Not Applicable]
(xviii)	Tender Offer:	[Applicable/Not Applicable]
(xix)	Additional Disruption Events:	[Applicable/Not Applicable]  [Change in Law]  [Hedging Disruption]  [Increased Cost of Hedging]  [Insolvency Filing]  [Other]
(xx)	Equity Substitution:	[Applicable/Not Applicable]

[If applicable and different from Condition 8.05:

The Equity Substitution Criteria are: [ ]]

[If applicable, different from Condition 8.05 and DRs:

DR Substitution Criteria are: [ ]]

- (xxi) Exchange(s): [•]
- (xxii) Related Exchange(s): [All Exchanges]/[•]
- (xxiii) Exchange Rate: [Applicable/Not Applicable] [If applicable, insert details]
- (xxiv) Partial Lookthrough Depositary Receipt Provisions: [Applicable / Not Applicable]
- (xxv) Full Lookthrough Depositary Receipt Provisions: [Applicable / Not Applicable]
- (xxvi) Hedging Entity: [Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]
- (xxvii) Weighting or w: [•]
- (xxviii) Other terms or special conditions: <sup>20</sup> [•]
36. **Fund Linked Note Provisions** [Applicable/Not Applicable]  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Whether the Notes relate to a single Fund or Basket of Funds and [Single Fund / Basket of Funds] (Give or annex details)  
[[The [•] Fund is an ETF]  
[Exchange for each Fund Share: [ ]]  
[Related Exchange for each Fund Share: [ ]/All

<sup>20</sup> Note any additional disclosure requirements under the Principal Protected Notes Regulation (Canada) in respect of Notes sold in Canada. Alternatively, such Notes could be sold only to accredited investors in Canada.

- the identity of Exchanges]  
the relevant  
Fund / [Underlying Index]: [ ]  
Funds:
- (N.B. Include for Exchange Traded Funds (ETFs))
- (ii) Fund Interest(s): [•]  
  
(N.B. For ETFs insert "Fund Shares")
- (iii) Reference Price: [As set out in Condition 12.09] / *Insert another definition*  
  
*[N.B. Include for ETFs only]*
- (iv) Trade Date: [Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)] / [Insert Trade Date of related swap transaction (if different from Issue Date)]
- (v) Averaging Date(s): [The Averaging Dates are [ ]].  
  
[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/ Modified Postponement] will apply.]
- (vi) Observation Period(s): [Each Scheduled Trading Day from (and including) [•] / the Trade Date] to (and including) [•] / the Valuation Date] / [Not Applicable]
- (vii) Observation Date(s): [•] (*Give details*) / Not Applicable]
- (viii) Valuation Date(s): [ ]
- (ix) Valuation Time: [Condition 12.09 applies/Specify if other/Not Applicable]  
  
*[N.B. Include for ETFs only]*
- (x) Specified Price: [Closing Price / Intraday Price] / [Not Applicable]
- (xi) Disrupted Day: [*Consider whether the provisions for calculation of the Reference Price if a Disrupted Day occurs included in Condition 12.09 and if not appropriate insert appropriate provisions*] [Not Applicable]  
  
*[N.B. Include for ETFs only]*
- (xii) Common [Applicable/Not Applicable]

- Disrupted Days: *[N.B. May only be applicable in relation to Fund Linked Notes relating to a Basket of Fund Shares.]*
- (xiii) Relevant provisions for determining certain Fund Events:
- (a) NAV Trigger: *[Insert percentage]*
- (b) Reporting Disruption Period: *[Insert applicable period]*
- (xiv) Initial Price: *[ ]*
- (xv) Additional Disruption Events: *[Applicable/Not Applicable]*  
Change in Law: *[Applicable/Not Applicable]*  
Hedging Disruption: *[Applicable/Not Applicable]*  
Increased Cost of Hedging: *[Applicable/Not Applicable]*  
Insolvency Filing: *[Applicable/Not Applicable]*
- (xvi) Exchange Rate *[ ]*
- (xvii) Hedging Entity: *[Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]*
- (xviii) Weighting or w: *[ ]*
- (xix) Merger Event: For the purposes of the definition of Merger Event, Merger Date on or before *[the Valuation Date/specify other date]*
- (xx) Other terms or special conditions: *[•]*
37. **Credit Linked Note Provisions** *[Applicable/Not Applicable]*  
*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Relevant provisions for determining Final Redemption Amount including any *[•]*

- fall back provisions:
- (ii) Other terms or special conditions:<sup>21</sup> [•]
38. **Dual Currency Note Provisions** [Applicable (*give details*)/Not Applicable]
39. **Preference Share Linked Notes** [Applicable/Not Applicable]
- (i) Preference Share: [ ]  
[RBC Capital Markets, LLC]/[ ]
- (ii) Calculation Agent responsible for making calculations in respect of the Notes:
- (iii) Trade Date: [ ]
- (iv) Final Valuation Date: [ ]
- (v) Valuation Time: [ ] [(London time)]
- (vi) Extraordinary Events: Condition 15.05 [*applies/does not apply*] / *insert other extraordinary events*
- (vii) Additional Disruption Events: Condition 15.06 [*applies/does not apply*] / The following Additional Disruption Events apply to the Notes:  
[Change in Law]  
[Hedging Disruption]  
[Insolvency Filing]  
[*other*]
40. **Physical Delivery**<sup>22</sup> [Applicable/Not Applicable]
- (i) Relevant Assets: [*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery, or if Issuer's option to vary settlement is applicable*]
- (ii) Entitlement: [*Only applicable for Physical Delivery or Cash Settlement*]

<sup>21</sup> Note any additional disclosure requirements under the Principal Protected Notes Regulation (Canada) in respect of Notes sold in Canada. Alternatively, such Notes could be sold only to accredited investors in Canada.

<sup>22</sup> Physical delivery of underlying commodities is not permitted.

*and/or Physical Delivery, or if Issuer's option to vary settlement is applicable]*

The Entitlement (as defined in Condition 9.07) in relation to each Calculation Amount is [●].

The Entitlement will be evidenced by [*Insert details of how will be evidenced*]

- (iii) Cash Adjustment: [The Cash Adjustment per Calculation Amount will be determined as follows: [●]]
- (iv) Cut-Off Date: [*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery, or if Issuer's option to vary settlement is applicable*]
- (v) Delivery provisions for Entitlement (including details of who is to make such delivery) if different from Conditions: [*Only applicable for Physical Delivery or Cash Settlement and/or Physical Delivery, or if Issuer's option to vary settlement is applicable*]  
[*N.B. Specify inter alia relevant Clearing System for delivery*]
- (vi) Failure to Deliver due to Illiquidity: [Applicable / Not Applicable]
- (vii) Settlement Business Day: [Any day on which [*insert details of clearing system for delivery of Entitlement*] (or but for the occurrence of a Settlement Disruption Event would have been) open for the acceptance and execution of settlement instructions] [other]
- (viii) Delivery Agent: [            ]
- (ix) Other terms or special conditions:

**GENERAL PROVISIONS APPLICABLE TO THE NOTES**

- 41. (i) New Global Note: [Yes / No]

*(If the Bearer Notes are intended to be eligible collateral for Eurosystem monetary policy and intra-day credit operations, the New Global Note should be used. The New Global Note*

*should only be used if it is intended that the Bearer Notes be held in a manner which would allow Eurosystem eligibility and a “yes” election is made in the section in Part B under the heading “Operational Information” entitled “Intended to be held in a manner which would allow Eurosystem eligibility”.)*

- |   |   |  |
|---|---|--|
| (ii)  | Form of Notes:  | [Bearer Notes] [Bearer Notes exchangeable for Registered Notes]  |
| <i>(N.B. The Specified Denomination of the Notes in paragraph 6 is not permitted to include the multiple denominations language in relation to any issue of Notes which is to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes)</i> |   | <p>[Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [and/or Registered Notes] in the limited circumstances specified in the Permanent Global Note]</p> <p>[Temporary Global Note exchangeable for Definitive Notes [and/or Registered Notes] on and after the Exchange Date]</p> <p>[Permanent Global Note exchangeable for Definitive Notes [and/or Registered Notes] in the limited circumstances specified in the Permanent Global Note]</p> <p>[Registered Notes]</p> <p>[Swedish Notes]</p> <p>[Finnish Notes]</p> <p>[CREST Depository Interests (“<b>CDIs</b>”) representing the Notes may also be issued in accordance with the usual procedures of Euroclear UK &amp; Ireland Limited (“<b>CREST</b>”)]</p> |
| 42.   | Financial Centre(s) or other special provisions relating to payment dates:  | [Not Applicable/ <i>give details (including specifying “TARGET2” and/or financial centre(s) as applicable – N.B. TARGET2 is not required to be specified in the case of payment in euro as the definition of Payment Date already covers this in that case). Note that this item relates to the date and place of payment, and not the end dates of Interest Periods for the purposes of calculating the amount of interest, to which items 17(v) and 19(v) relate</i> ]   |
| 43.   | Relevant Renminbi Settlement Centre:  | [        ]/[Not Applicable]  |
| 44.   | Talons for future Coupons or Receipts to be attached to Definitive Notes (and dates on which such Talons mature):<br>(Condition 1.06) | [Yes/No <i>If yes, give details</i> ]  |
| 45.   | Details relating to   | [Not Applicable/ <i>give details, including relevant further</i>   |

- Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made [and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment]: *conditions relating to the Partly Paid Note (e.g. interest, early redemption, redemption, subscription procedures, subscription amounts and/or timings) and annex to this Pricing Supplement, where appropriate, any related notices including any form of subscription amount notice]*
46. Details relating to Instalment Notes: amount of each instalment (“**Instalment Amounts**”), date on which each payment is to be made (“**Instalment Dates**”): [Not Applicable/*give details*]
47. Redenomination provisions: [Not Applicable/The provisions annexed hereto apply]
48. Consolidation provisions: [Not Applicable/The provisions annexed hereto apply]
49. Name and address of Calculation Agent: [ ]
50. Issuer access to the register of creditors (*Sw. skuldboken*) in respect of Swedish Notes: [Yes/No] [Not Applicable]
51. Other terms or special conditions: [Not Applicable/*give details*]  
*[Include Notice provisions other than those found in Condition 23]*  
*[Include additional Events of Default (Condition 16.01)]*
52. Exchange Date: [ ]
53. The Aggregate Principal Amount of the Notes issued has been translated into U.S. dollars at the rate of [U.S.\$●] [Not Applicable]

U.S.\$1.00 = [●],  
producing a sum of:

54. Governing law of Notes (if other than [the laws of the Province of Ontario and the federal laws of Canada applicable therein][English law]<sup>23</sup>) [and jurisdiction]:
- [English law/Not Applicable] except that, the provisions of Condition 3.02 are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- Each Holder or beneficial owner of any Bail-inable Securities is deemed to attorn to the jurisdiction of the courts in the Province of Ontario with respect to the operation of the CDIC Act and the above laws.][Laws of the Province of Ontario and the federal laws of Canada applicable therein.]<sup>24</sup>
- [Not Applicable]
55. Alternative Currency Payment:
- [Applicable]/[Not Applicable]
- [If applicable, insert:
- Alternative Currency: [specify]]

## RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

## THIRD PARTY INFORMATION

[(Specify 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 (specify source)], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: .....  
Duly authorised

By: .....  
Duly authorised

<sup>23</sup>

English law to be inserted for Swedish Notes and Finnish Notes only.

<sup>24</sup>

English law may only be elected in the case of Notes issued other than Swedish Notes and Finnish Notes and English law Bail-inable Securities must include Ontario law clause and attornment to the jurisdiction of the Ontario courts. Use Not Applicable for Swedish Notes and Finnish Notes as they are governed by English law except where they are Bail-inable Securities and may be governed by either English law (use Not Applicable and include Ontario law clause and attornment to the jurisdiction of the Ontario courts) or Ontario law (use Laws of the Province of Ontario and the federal laws of Canada applicable therein).

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

[(i)] Listing/Admission to trading: [Application [has been]/[will be]/[is expected to be made by the Issuer (or on its behalf) for the Notes to be admitted to trading on Euronext Dublin's Global Exchange Market and listed on the Official List of Euronext Dublin][Specify other] [Not Applicable]

*(Note for a derivative security to be listed on Euronext Dublin, the underlying must be traded on a regulated, regularly operating, recognised open market, unless the underlying or ultimate underlying is a currency, index, interest rate, commodity, a combination of these, or credit linked, or the underlying is a UCITS fund or an investment fund authorised by the Central Bank of Ireland or the competent authority of another EU member state deemed equivalent by Euronext Dublin.)*

[(ii)] Estimate of total expenses related to admission to trading:<sup>25</sup> [●]

### 2. RATINGS

Ratings: [Not Applicable] [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 above disclosure is only required if the ratings of the Notes are different to those stated in the Base Prospectus)*

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

*Need to include a description of any interest, including conflicting ones, that is material to the issue, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of one of the following statements:*

[Save [for any fees payable to the [Managers/Dealers] and] as discussed in ["Subscription and Sale"], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the issue.]

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<sup>25</sup> Only required for Notes with minimum denominations greater than Euro100,000.

[The Issue Price may include a fee or commission payable to a distributor or third party. Such fee or commission will be determined by reference to a number of factors including but not limited to the maturity date of the Notes, hedging costs and legal fees. Further details in respect of the fee or commission are available upon request.]

[The Issue Price includes a fee or commission of [●] per cent. of the notional amount of the Notes payable to a distributor or third party.]

[For Hong Kong issuances: The Issue Price may include a fee or commission payable to a distributor or third party, such a fee or commission will be determined by a number of factors including but not limited to maturity of the note, hedging costs and legal fees. Further details in respect of the fee or commission are available upon request.]

#### 4. OPERATIONAL INFORMATION

- (i) ISIN: [ ]
- (ii) Common Code: [ ]
- (iii) CFI: [[ ]/Not Applicable]
- (iv) FISN: [[ ]/Not Applicable]

*(If the CFI and/or FISN is not required, requested or available as at the completion of the Pricing Supplement, it/they should be specified to be "Not Applicable")*

- (v) Other Identification Number: [[specify other identification number e.g. WKN]/Not Applicable]

- (vi) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg, their addresses and the relevant identification number(s): [Not Applicable/give name(s), address(es) and number(s)] [Euroclear Sweden] [Euroclear Finland]

[Not Applicable. However, the Notes will be made eligible for CREST via the issue of CDIs representing the Notes.

Euroclear UK and Ireland Limited (CREST)  
33 Cannon Street  
London EC4M 5SB]

- (vii) Delivery: Delivery [against/free of] payment

- (viii) Name(s) and address(es) of Initial Paying Agents, Registrar and Transfer Agents: [ ]

- (ix) Names and addresses of additional Paying Agent(s), [Registrar and Transfer Agents] (if any): [ ]

- (x) Intended to be held in a manner [Yes].

which would allow Eurosystem eligibility:

Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safe-keeper[, and registered in the name of a nominee of one of the ICSDs acting as common safe-keeper] and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.] /

[No. Whilst the designation is specified as “no” at the date of this Pricing Supplement, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safe-keeper[, and registered in the name of a nominee of one of the ICSDs acting as common safe-keeper]. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

## 5. DISTRIBUTION

- (i) Method of distribution: [Syndicated/Non-syndicated]
- (ii) If syndicated, names of Managers: [Not Applicable/*give names*]
- (iii) Stabilisation Manager(s) (if any): [Not Applicable/*give name*]
- (iv) If non-syndicated, name of Dealer: [Not Applicable/*give name*]
- (v) U.S. Selling Restrictions: [Regulation S compliance Category 2;] [TEFRA C rules apply] [TEFRA D rules apply] [TEFRA rules not applicable] [Basket notice applicable]

- (vi) Canadian Sales: [Canadian Sales Permitted]<sup>26</sup> [Canadian Sales Not Permitted]
- (vii) Additional selling restrictions: [Not Applicable/*give details*]
- (viii) Prohibition of Sales to EEA Retail Investors: Applicable[, other than with respect to offers of the Notes in [*specify jurisdiction(s) for which a PRIIPs KID is being prepared*] [during the period[s] [x]-[x] repeat periods as necessary]]

## 6. HIRE ACT WITHHOLDING

*[Where (a) the Notes do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities or (b) the Section 871(m) determination has been made by the time the Pricing Supplement is finalised (in which case, the determination will have been made either (i) on the pricing date, if this falls 14 days or fewer before the issue date or (ii) on the issue date, if the pricing date falls more than 14 days before the issue date), include this option, completed as appropriate:*

The Notes are [not] Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [The Notes are [not] Dividend Reinvestment Securities.] [The Notes are [not] Issuer Solution Securities.]]

*[Otherwise, include this option:*

As at the date of this Pricing Supplement, the Issuer has not determined whether the Notes are Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986, however indicatively it considers that they will [not] be Specified Securities for these purposes. **This is indicative information only subject to change and if the Issuer's final determination is different then it will give notice of such determination.** [The Notes are [not] Dividend Reinvestment Securities.] [The Notes are [not] Issuer Solution Securities.]]

<sup>26</sup> This should not be specified for, among others, Notes permitting physical delivery of securities.

**7. [INDEX/OTHER DISCLAIMER<sup>27</sup>**

The issue of this series of Notes (in this paragraph, the “**Transaction**”) is not sponsored, endorsed, sold, or promoted by [**NAME OF INDEX/OTHER**] (the “**Index**”) or [**NAME OF INDEX/OTHER SPONSOR**] (the “**Index Sponsor**”) and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with entering into any Transaction. The Issuer shall not have any liability for any act of failure to act by the Index Sponsor in connection with the calculation adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date, none of the Issuer or its affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Calculation Agent will obtain information concerning the Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.]

**8. [FURTHER INFORMATION RELATING TO THE UNDERLYING[S]**

*(Need to include information/details of where information and an indication of where past and further performance and volatility (as applicable) on each underlying/its ultimate underlying (as applicable) can be obtained.)]*

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<sup>27</sup> Include unless the relevant Index has a bespoke disclaimer, in which case substitute such bespoke disclaimer.

## TERMS AND CONDITIONS OF THE W&C SECURITIES

*The following are the terms and conditions of the W&C Securities, which as completed, in the case of Non-Exempt W&C Securities (as defined below) in relation to any Series of W&C Securities by the applicable Final Terms, or as supplemented, modified or replaced, in the case of Exempt W&C Securities (as defined below) in relation to any Series of W&C Securities by the applicable Pricing Supplement, will be applicable to each Series of W&C Securities and shall be incorporated by reference in each Global W&C Security and the applicable Issue Terms attached thereto. All capitalised terms that are not defined in these Terms and Conditions will have the meanings given to them in the applicable Issue Terms.*

The W&C Securities (other than the Finnish W&C Securities (as defined below)) are issued pursuant to and in accordance with an amended and restated issue and paying agency agreement dated October 12, 2018 (as further amended, supplemented, restated or replaced, the "**Issue and Paying Agency Agreement**") and made between Royal Bank of Canada (the "**Issuer**"), The Bank of New York Mellon, London Branch, in its capacities as issuing and principal paying agent and principal certificate and warrant agent (the "**Issuing and Paying Agent**", which expression shall include any successor to The Bank of New York Mellon, London Branch in its capacity as such) and The Bank of New York Mellon SA/NV, Luxembourg Branch as registrar (the "**Registrar**", which expression shall include any successor to The Bank of New York Mellon SA/NV, Luxembourg Branch in its capacity as such and any additional registrars appointed, if any, in accordance with the Issue and Paying Agency Agreement either with respect to the Programme or with respect to a particular Series). The expression "**Paying Agents**" as used herein shall include the Issuing and Paying Agent and any additional agents appointed in accordance with the Issue and Paying Agency Agreement either with respect to the Programme or with respect to a particular Series. The issuance of W&C Securities settled in Euroclear Finland ("**Finnish W&C Securities**") is governed by a Finnish master issuing and paying agency agreement dated September 23, 2013 (as further amended, supplemented, restated or replaced, the "**Finnish Issuing and Paying Agent Agreement**") and made between the Issuer and Nordea Bank AB (publ), Finnish Branch (the "**Finnish Issuing and Paying Agent**", which expression shall include any successor to Nordea Bank AB (publ), Finnish Branch in its capacity as such provided that such successor is duly authorised under the Finnish Act on the Book-Entry System and Clearing Operations (*Fin: laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017, as amended)). Any references in the Terms and Conditions of the W&C Securities to "Issue and Paying Agency Agreement" shall be deemed to include, where the context so admits, reference to the Finnish Issuing and Paying Agent Agreement. A copy of the Finnish Issuing and Paying Agent Agreement (excluding the Finland Country Appendix) is available for inspection during normal business hours at the office of the Issuer. The Holders of W&C Securities governed by English law are entitled to the benefit of the Deed of Covenant (as amended, supplemented, restated or replaced from time to time the "**Deed of Covenant**") dated October 12, 2018 and made by the Issuer. The original Deed of Covenant is held by a common depositary for the Clearing Systems (as defined below). The Holders of Finnish W&C Securities governed by English law and Ontario law are entitled to the benefit of the relevant Deed of Covenant (the "**Finnish Deed of Covenant**" as amended, supplemented, restated or replaced from time to time and together, the "**Finnish Deeds of Covenant**") dated October 12, 2018 and made by the Issuer. The original of the Finnish Deeds of Covenant is held by the Issuing and Paying Agent. Copies of the Issue and Paying Agency Agreement, the Deed of Covenant and the Finnish Deeds of Covenant are available for inspection during normal business hours at the specified office of the Issuing and Paying Agent. All persons from time to time entitled to the benefit of obligations under the W&C Securities shall be

deemed to have notice of, and shall be bound by, all of the provisions of the Issue and Paying Agency Agreement insofar as they relate to the W&C Securities.

Following their delivery into Euroclear and/or Clearstream, Luxembourg, if applicable, interests in W&C Securities may be delivered, held and settled in Euroclear UK & Ireland Limited (formerly known as CRESTCo Limited) ("**CREST**") through the issuance of dematerialised depository interests ("**CREST Depository Interests**" or "**CDIs**") issued, held, settled and transferred through CREST, representing the interests in the relevant W&C Securities underlying the CDIs (the "**Underlying W&C Securities**"). The CDIs will be issued by the CREST Depository Limited (the "**CREST Depository**") to investors who hold through CREST ("**CDI Holders**") and will be issued pursuant to the Global Deed Poll dated 25 June 2001, in the form from time to time contained in Chapter 8 of the CREST International Manual (which forms part of the CREST Manual issued by CREST, which comprises the documents setting out the legal relationship of CREST with its users and participants), governed by English law (as subsequently modified, supplemented and/or restated) (the "**CREST Deed Poll**").

The W&C Securities are issued in series (each, a "**Series**"), and each Series may comprise one or more tranches ("**Tranches**" and each, a "**Tranche**") of W&C Securities.

References in these Terms and Conditions (the "**Terms and Conditions**" or the "**Conditions**") to W&C Securities are to W&C Securities of the relevant Series and include the relevant Global W&C Security.

Each Tranche of Non-Exempt W&C Securities will be the subject of Final Terms (each, "**Final Terms**"), a copy of which will be available free of charge during normal business hours at the specified office of the Issuing and Paying Agent and each other Paying Agent. If the W&C Securities are to be admitted to trading on the regulated market of the Irish Stock Exchange plc trading as Euronext Dublin ("**Euronext Dublin**") the applicable Final Terms will be published on the website of Euronext Dublin. If a W&C Security is not so listed but is not an Exempt W&C Security the applicable Final Terms will be published on the website of the Central Bank of Ireland ([www.centralbank.ie](http://www.centralbank.ie)) as the competent authority of the home member state for such W&C Security. If the Exempt W&C Securities are to be admitted to trading on the Global Exchange Market of Euronext Dublin, the applicable Pricing Supplement will be published on the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)). Each Tranche of Exempt W&C Securities will be the subject of a Pricing Supplement (each, a "**Pricing Supplement**"), a copy of which will be available free of charge during normal business hours at the specified office of the Issuing and Paying Agent and/or, as the case may be, the applicable Registrar and each other Paying Agent only by a Holder of such W&C Securities.

References in these Conditions to the "**applicable Final Terms**" are, unless otherwise stated, to Part A of the Final Terms or each Final Terms (in the case of any further 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) attached to the Global W&C Security (as defined below) and references in these Conditions to the "**applicable Pricing Supplement**" are, unless otherwise stated, to Part A of the Pricing Supplement or each Pricing Supplement (in the case of any further 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) attached to the Global W&C Security. For the purposes hereof, "**applicable Issue Terms**" means either (i) where the W&C Securities are Non-Exempt W&C Securities, the applicable Final Terms or (ii) where the W&C Securities are Exempt W&C Securities, the applicable Pricing Supplement, and should be construed accordingly.

The applicable Issue Terms for W&C Securities supplement these Conditions and, in the case of a W&C Security which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Directive (an "**Exempt W&C Security**"), the applicable Pricing Supplement, may specify other terms and conditions which shall to the extent so specified or to the extent that it is inconsistent with these Conditions, replace or modify these Conditions for the purposes of the W&C Securities. The expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended), and includes any relevant implementing measure in a relevant Member State of the European Economic Area. Any references to a "**Non-Exempt W&C Security**" are to a W&C Security that is not an Exempt W&C Security.

Royal Bank of Canada, London branch shall undertake the duties of calculation agent (the "**Calculation Agent**", which expression shall include any successor calculation agent) in respect of the W&C Securities unless another entity is so specified as Calculation Agent in the applicable Issue Terms in which case the expression Calculation Agent shall, in relation to such W&C Securities, be such other specified Calculation Agent.

## 1. Form, Type, Title and Transfer

### *Type*

**1.01** The W&C Securities are either redeemable certificates ("**Redeemable Certificates**"), exercisable certificates ("**Exercisable Certificates**") or warrants ("**Warrants**") as specified in the applicable Issue Terms.

In the case of Non-Exempt W&C Securities, the W&C Securities relate to an index or basket of indices ("**Index Linked W&C Securities**"), a specified currency or basket of currencies ("**Currency Linked W&C Securities**"), a single fund or a basket of funds ("**Fund Linked W&C Securities**"), a commodity or commodity index or a basket of commodities or commodity indices ("**Commodity Linked W&C Securities**"), a single equity security or a basket of equity securities ("**Equity Linked W&C Securities**") or, in the case of Warrants, an interest rate ("**Interest Rate Linked Warrants**") or a combination of any of the foregoing specified in the applicable Final Terms.

In the case of Exempt W&C Securities, the W&C Securities may be Index Linked W&C Securities, Currency Linked W&C Securities, Fund Linked W&C Securities, Commodity Linked W&C Securities, Equity Linked W&C Securities, Interest Rate Linked Warrants or a combination of any of the foregoing or any other kind of W&C Security specified in the applicable Pricing Supplement.

A W&C Security may be a Cash Settled W&C Security or a Physical Delivery W&C Security (as defined below).

In these Terms and Conditions, any item noted above by reference to which the W&C Security is linked shall be referred to as a "**Reference Item**".

**1.02** The applicable Issue Terms will indicate whether settlement will be by way of cash payment ("**Cash Settled W&C Securities**") or physical delivery ("**Physical Delivery W&C Securities**") and whether averaging ("**Averaging**") will apply to the W&C Securities. Finnish W&C Securities shall always be Cash Settled W&C Securities.

If Averaging is specified as applying in the applicable Issue Terms, the applicable Issue Terms will state the relevant Averaging Dates and, in respect of Index Linked W&C

Securities, Equity Linked W&C Securities and Fund Linked W&C Securities, if an Averaging Date is a Disrupted Day, whether Omission, Postponement or Modified Postponement applies.

References in these Terms and Conditions, unless the context otherwise requires, to Cash Settled W&C Securities which are Exempt W&C Securities shall be deemed to include references to Physical Delivery W&C Securities, which include an option (as set out in the applicable Pricing Supplement) at the Issuer's election to request cash settlement of such W&C Security and where settlement is to be by way of cash payment, and references in these Terms and Conditions, unless the context otherwise requires, to Physical Delivery W&C Securities which are Exempt W&C Securities shall be deemed to include references to Cash Settled W&C Securities which include an option (as set out in the applicable Pricing Terms) at the Issuer's election to request physical delivery of the relevant underlying asset in settlement of such W&C Security and where settlement is to be by way of physical delivery.

W&C Securities may, if so specified and provided for in the applicable Issue Terms, allow Holders to elect for settlement by way of cash payment or by way of physical delivery. Those W&C Securities where the Holder has elected for cash payment will be Cash Settled W&C Securities and those W&C Securities where the Holder has elected for physical delivery will be Physical Delivery W&C Securities. The rights of a Holder as described in this paragraph may be subject to the Issuer's right to vary settlement if so indicated in the applicable Issue Terms.

### ***Form of W&C Securities***

**1.03** The Issue Terms shall specify whether either U.S. Treasury Regulation § 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 United States Hiring Incentives to Restore Employment Act 2010) (the "**TEFRA D Rules**") or U.S. Treasury Regulation § 1.163-5(c)(2)(i)(C) (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 United States Hiring Incentives to Restore Employment Act 2010) (the "**TEFRA C Rules**") will apply or whether the TEFRA rules are not applicable. Each Tranche of W&C Securities with an original maturity of more than one year is represented upon issue by a temporary global W&C Security (a "**Temporary Global W&C Security**"), unless the Issue Terms specify otherwise, in particular, when the TEFRA C Rules apply.

Where the applicable Issue Terms so specify or where a Tranche of W&C Securities has an original maturity of one year or less, such Tranche is (unless otherwise specified in the Issue Terms) represented upon issue by a permanent global W&C Security (a "**Permanent Global W&C Security**") and, together with the Temporary Global W&C Security, the "**Global W&C Securities**" and each a "**Global W&C Security**").

Subject to any applicable laws, definitive W&C Securities will not be issued. In the event that any W&C Securities in definitive form are required by applicable laws to be issued in exchange for interests in the Global W&C Security, the Issuer shall then determine their form as well as any necessary technical changes required to these Terms and Conditions in consultation with the Issuing and Paying Agent.

On or after the Exchange Date (as specified in the Issue Terms), interests in such Temporary Global W&C Security will be exchangeable for a Permanent Global W&C Security, only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of

interests in such W&C Security are not United States persons or persons who have purchased for resale to any United States person, as required by U.S. Treasury Regulations, has been received by the relevant Clearing Systems and the relevant Clearing Systems have given a like certification (based on the certification received) to the Issuing and Paying Agent.

The Holder of a Temporary Global W&C Security shall not (unless, upon due presentation of such Temporary Global W&C Security for exchange (in whole but not in part only) for a Permanent Global W&C Security, such exchange is improperly withheld or refused and such withholding or refusal is continuing at the relevant payment date) to be entitled to any payment in respect of the W&C Securities represented by each Temporary Global W&C Security which falls due on or after the Exchange Date or be entitled to exercise any option on a date after the Exchange Date.

Unless the Issue Terms specify that TEFRA C Rules are applicable to the W&C Securities and subject to the preceding paragraph, if any date on which a payment of Additional Amounts is due on the W&C Securities of a Tranche occurs while any W&C Securities of that Tranche are represented by a Temporary Global W&C Security, the related Additional Amount payable will be made on the Temporary Global W&C Security only to the extent that certification as to the beneficial ownership thereof as required by U.S. Treasury Regulations (in the form to be provided), had been received by the relevant Clearing Systems and the relevant Clearing Systems have given a like certification (based on the certification received) to the Issuing and Paying Agent.

**1.04** Finnish W&C Securities will be issued in uncertificated and dematerialised book-entry form in accordance with the Finnish Act on the Book-Entry System and Clearing Operations (Fin: *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017, as amended)) and the Finnish Act on Book Entry Accounts (Fin: *laki arvo-osuustileistä* (827/1991, as amended)). No global or definitive W&C Securities will be issued and these Conditions shall be construed accordingly. The Finnish W&C Securities will be transferable only in accordance with the provisions of the Finnish Act on the Book-Entry System and Clearing Operations (Fin: *laki arvo-osuusjärjestelmästä ja selvitystoiminnasta* (348/2017, as amended)) and the Finnish Act on Book Entry Accounts (Fin: *laki arvo-osuustileistä* (827/1991, as amended)), other applicable Finnish legislation and the rules and regulations applicable to, and/or issued by, Euroclear Finland.

The Issuer and the Finnish Issuing and Paying Agent shall be entitled to obtain extracts from the book-entry registers of Euroclear Finland in respect of the Finnish W&C Securities.

#### ***Title to W&C Securities***

**1.05** Each person who is for the time being shown in the records of the Clearing System as the holder of a particular number of W&C Securities (in which regard any certificate or other document issued by the Clearing Systems as to the number 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 or proven error) shall be treated by the Issuer, the Issuing and Paying Agent and any Paying Agent as the holder of such number of W&C Securities for all purposes, and the expression "**Holder**" and related expressions shall be construed accordingly, except that (i) Euroclear shall not be treated as the Holder of any W&C Securities held in an account with Clearstream, Luxembourg on behalf of Euroclear's accountholders and (ii) Clearstream, Luxembourg shall not be treated as the Holder of any W&C Security held in an account with Euroclear on behalf of Clearstream, Luxembourg's accountholders.

**1.06** The person appearing in the book-entry register maintained by Euroclear Finland on behalf of the Issuer (the “**Finnish Securities Register**”) will be treated as the holder of the relevant Finnish W&C Securities and references to the “Holders” of Finnish W&C Securities are to the persons in whose names such Finnish W&C Securities are registered in the Finnish Securities Register, including nominee account holders (Fin: *hallintarekisteröinnin hoitaja*) as the case may be. The Holder of any Finnish W&C Security will for all purposes of the Finnish Issuing and Paying Agent Agreement (except as otherwise required by applicable law or regulatory requirement) be treated as its absolute owner whether or not it is overdue and regardless of any notice of ownership, trust or any interest thereof or therein, any writing thereon, or any theft or loss thereof and no person shall be liable for so treating such Holder.

Payments in respect of Finnish W&C Securities will be made on the due date for payments to the persons registered as Holders in the Finnish Securities Register on the fifth (5) Business Day (or otherwise in accordance with the rules and procedures applied by Euroclear Finland from time to time), prior to the due date for such payment.

### **Transfers**

**1.07** All transactions (including permitted transfers of W&C Securities) in the open market or otherwise must be effected through an account at a Clearing System, subject to and only in accordance with the then current rules and procedures of such Clearing System, as the case may be. Title will pass upon registration of the transfer in the books of each Clearing System.

The number of W&C Securities which may be transferred by a Holder must be equal to the Minimum Trading Size and any integral multiple thereof or of such other number, each as specified in the applicable Issue Terms.

## **2. Status of the W&C Securities**

### **W&C Securities Generally**

**2.01** W&C Securities constitute legal, valid and binding direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* without any preference among themselves and at least *pari passu* with all other present and future unsubordinated and unsecured obligations of the Issuer (including its deposit liabilities), except as otherwise prescribed by law and subject to the exercise of bank resolution powers under the Canada Deposit Insurance Corporation Act (Canada) (the “**CDIC Act**”).

### **W&C Securities which are Bail-inable Securities**

**2.02** This Condition 2.02 will apply in respect of all W&C Securities issued by the Issuer that are identified as Bail-inable Securities in the applicable Issue Terms (“**Bail-inable Securities**”). All W&C Securities that (i) have an original or amended term to redemption, exercise or expiration, as applicable, of more than 400 days, have one or more explicit or embedded options, that if exercised by or on behalf of the Issuer, could result in a redemption, exercise or expiration date, as applicable, that is more than 400 days from the date of issuance of the W&C Securities or that have an explicit or embedded option that, if exercised by or on behalf of the Holder, could by itself result in a redemption, exercise or expiration date, as applicable, that is more than 400 days from the redemption, exercise or expiration date, as applicable, that would apply if the option were not exercised; and (ii) are not otherwise excluded, for example as structured notes (as such term is used under the Canadian bank recapitalization regime for banks designated by the Superintendent of Financial Institutions (Canada) (the “**Superintendent**”) as domestic systemically important

banks (the “**Bail-in Regime**”)), under the Bail-in Regime, will be identified as Bail-inable Securities in the applicable Issue Terms. W&C Securities that constitute structured notes (as such term is used under the Bail-in Regime) or are otherwise excluded under the Bail-in Regime will not be identified as Bail-inable Securities in the applicable Issue Terms.

By its acquisition of an interest in Bail-inable Securities, each Holder (which, for the purposes of this Condition 2.02, includes each holder of a beneficial interest in such Bail-inable Securities) is deemed to:

- (i) agree to be bound, in respect of such Bail-inable Securities, by the CDIC Act, including the conversion of the Bail-inable Securities, in whole or in part – by means of a transaction or series of transactions and in one or more steps – into common shares of the Issuer or any of its affiliates under subsection 39.2(2.3) of the CDIC Act and the variation or extinguishment of the Bail-inable Securities in consequence, and by the application of the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to such Bail-inable Securities (a “**Bail-in Conversion**”);
- (ii) attorn to the jurisdiction of the courts in the Province of Ontario in Canada with respect to the CDIC Act and the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Securities;
- (iii) have represented and warranted to the Issuer that the Issuer has not directly or indirectly provided financing to the Holder of the Bail-inable Securities for the express purpose of investing in Bail-inable Securities; and
- (iv) acknowledge and agree that the terms referred to in paragraphs (i) and (ii), of this Condition 2.02, are binding on such Holder despite any other provisions in these Conditions, any other law that governs such Bail-inable Securities and any other agreement, arrangement or understanding between such Holder and the Issuer with respect to such Bail-inable Securities.

The applicable Issue Terms will indicate whether W&C Securities are Bail-inable Securities. All Bail-inable Securities are subject to Bail-in Conversion.

Each Holder of the Bail-inable Securities that acquires an interest in the Bail-inable Securities in the secondary market and any successors, assigns, heirs, executors, administrators, trustees in bankruptcy and legal representatives of any such Holder shall be deemed to acknowledge, accept, agree to be bound by and consent to the same provisions specified herein to the same extent as the Holders that acquire an interest in the Bail-inable Securities upon their initial issuance, including, without limitation, with respect to the terms of the Bail-inable Securities related to the Bail-in Regime.

**2.02a** A Holder of a Bail-inable Security will have no further rights in respect of a Bail-inable Security to the extent such Bail-inable Security is converted in a Bail-in Conversion, other than those provided under the Bail-in Regime, and by its acquisition of an interest in the Bail-inable Security, each Holder of the Bail-inable Security is deemed to irrevocably consent to the converted portion of such Bail-inable Security and any accrued and unpaid Additional Amounts thereon being deemed paid in full by the issuance of common shares of the Issuer (or, if applicable, any of its affiliates) upon the occurrence of a Bail-in Conversion, which Bail-in Conversion shall occur without any further action on the part of that Holder or the Paying

Agents or the Registrar except as noted in Condition 2.02b below; provided that, for the avoidance of doubt, this consent shall not limit or otherwise affect any rights of that Holder provided for under the Bail-in Regime.

**2.02b** By its acquisition of an interest in Bail-inable Securities, each Holder of Bail-inable Securities is deemed to have authorised, directed and requested Euroclear and/or Clearstream, Luxembourg or Euroclear Finland and any direct participant in such clearing system or other intermediary through which it holds the Bail-inable Securities to take any and all necessary action, if required, to implement the Bail-in Conversion or any other action pursuant to the Bail-in Regime with respect to the Bail-inable Securities, as may be imposed on it, without any further action or direction on the part of that Holder or the Issuing and Paying Agent or the Registrar, except as required in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg or Euroclear Finland and/or such direct participant or other intermediary, as applicable.

### **3. Definitions**

**3.01** For the purposes of these Terms and Conditions, the following general definitions will apply:

**“Actual Exercise Date”** means, in respect of Exercisable Certificates and Warrants, the Exercise Date (in the case of European Style W&C Securities), or, subject to Condition 23.09 (B), the date during the Exercise Period on which the Exercisable Certificate or Warrant is actually or is deemed exercised (in the case of American Style W&C Securities) (as more fully set out in Condition 22.01) or the date on which the Exercisable Certificate or Warrant is actually or is deemed exercised (in the case of Open-Ended W&C Securities).

**“Affiliate”** means any entity controlled, directly or indirectly, by the Issuer, any entity that controls, directly or indirectly, the Issuer or any entity under common control with the Issuer. As used herein, **“control”** means ownership of a majority of the voting power (or, in the case of Condition 33, shares, units or interests) of an entity and **“controlled by”** and **“controls”** shall be construed accordingly.

**“Business Day”** means (a) a day (other than a Saturday or Sunday) (i) on which commercial banks and foreign exchange markets are open for general business (including dealings in foreign exchange and foreign currency deposits) in London and the relevant Business Day Centre(s) (other than TARGET2) specified in the applicable Issue Terms (if any) and (ii) on which each Clearing System is open for business; (b) for the purposes of making payments in euro, a day (other than a Saturday or Sunday) which is a TARGET2 Business Day; (c) for the purposes of making payments in Renminbi, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payment in Renminbi in each Relevant Renminbi Settlement Centre (as defined in Condition 9.02 below) and in the relevant Business Day Centre(s) specified in the applicable Issue Terms (if any); and (d) if TARGET2 is specified in the applicable Issue Terms as a relevant Business Day Centre, a day (other than a Saturday or Sunday) which is a TARGET2 Business Day.

**“Cash Settlement Amount”** means, in relation to a Cash Settled W&C Security, the amount (which may never be less than zero) which the Holder is entitled to receive on the Settlement Date or Redemption Date, as applicable, in the Settlement Currency in relation to each such W&C Security, or, in the case of Exercisable Certificates or Warrants, if Units are specified in the applicable Issue Terms, each Unit, as the case may be, as determined by the Calculation Agent:

(a) in the case of a Non-Exempt W&C Security, in accordance with Condition 37;

- (b) in the case of an Exempt W&C Security:
- (i) if such W&C Security is an Interest Rate Linked Warrant:  
(Settlement Price less Exercise Price) × Notional Amount per Warrant × Interest Rate Day Count Fraction; or
  - (ii) otherwise, the amount specified in, or determined pursuant to, the applicable Pricing Supplement.

The Cash Settlement Amount will be rounded to the nearest two decimal places (or, in the case of Japanese Yen, the nearest whole unit) in the relevant Settlement Currency, 0.005 (or, in the case of Japanese Yen, half a unit) being rounded upwards, with W&C Securities exercised or redeemed at the same time by the same Holder being aggregated for the purpose of determining the aggregate Cash Settlement Amounts payable in respect of such W&C Securities.

If a Protection Amount is specified in the applicable Issue Terms, the Cash Settlement Amount will, subject to the applicable Issue Terms, at the stated Redemption Date or Settlement Date, as the case may be, be no less than the amount specified as such in the applicable Issue Terms. For the avoidance of doubt, the Protection Amount will not apply in the event that W&C Securities are redeemed or cancelled prior to their stated Redemption Date or Settlement Date, as the case may be.

**“Cash Settlement Period”** means the period commencing on (and including) the Exercise Date to (but excluding) the Settlement Date.

**“Clearing System”** means Euroclear and/or Clearstream, Luxembourg or Euroclear Finland or such further or alternative clearing system approved by the Issuer and the Issuing and Paying Agent as specified in the applicable Issue Terms.

**“Clearstream, Luxembourg”** means Clearstream Banking S.A.

**“Entitlement”** means, in relation to a Physical Delivery W&C Security, or, in the case of an Exercisable Certificate or Warrant, if Units are specified in the applicable Issue 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 or Redemption Date, as applicable, in respect of each such W&C Security or Unit, as the case may be, following payment of the Expenses and (in the case of Warrants) the Exercise Price, rounded down as provided in Condition 22.05 or 26.01, as determined by the Calculation Agent as set out in Condition 37, in the case of a Non-Exempt W&C Security, or the applicable Pricing Supplement, in the case of an Exempt W&C Security, in each case including any documents evidencing such Entitlement.

**“Euroclear”** means Euroclear Bank SA/NV.

**“Euroclear Finland”** means Euroclear Finland Ltd.

**“Exercise Price”** has the meaning ascribed to it in the applicable Issue Terms.

**“Hedging Entity”** means (a) the Issuer or (b) any Affiliate or any entity (or entities) acting on behalf of the Issuer as specified in the applicable Issue Terms that is engaged in any underlying or hedging transactions related to the Index, Equity, Fund Interest, Fund Share or interest rate to which the W&C Security is linked, as the case may be, in respect of the Issuer's obligations under the W&C Securities.

**"Interest Rate Day Count Fraction"** means, in respect of the calculation of a Cash Settlement Amount:

- (a) if **30/360 (Floating)** or **360/360** or **Bond Basis** is specified in the applicable Issue Terms, the number of days in the Cash Settlement Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Cash Settlement Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Cash Settlement Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Cash Settlement Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Cash Settlement Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Cash Settlement Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

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

- (b) if **30E/360** or **Eurobond Basis** is specified in the applicable Issue Terms, the number of days in the Cash Settlement Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Cash Settlement Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Cash Settlement Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Cash Settlement Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Cash Settlement Period falls;

"D<sub>1</sub>" is the first calendar day, expressed as a number, of the Cash Settlement Period, unless such number would be 31, in which case D<sub>1</sub> will be 30; and

"D<sub>2</sub>" is the calendar day, expressed as a number, immediately following the last day included in the Cash Settlement Period, unless such number would be 31, in which case D<sub>2</sub> will be 30;

- (c) if **30E/360 (ISDA)** is specified in the applicable Issue Terms, the number of days in the Cash Settlement Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (d) if “**Actual/360**” is specified in the applicable Issue Terms, the actual number of days in the Cash Settlement Period divided by 360.
- (e) if “**Actual/Actual (ISDA)**” is specified in the applicable Issue Terms, the actual number of days in the Cash Settlement Period divided by 365 (or, if any portion of that Cash Settlement Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Cash Settlement Period falling in a leap year divided by 366; and (b) the actual number of days in that portion of the Cash Settlement Period falling in a non-leap year divided by 365); and
- (f) if “**Actual/365 (Fixed)**” is specified in the applicable Issue Terms, the actual number of days in the Cash Settlement Period divided by 365.

“**ISDA Definitions**” means the 2006 ISDA Definitions (as amended, supplemented and updated as at the date of issue of the first Tranche of the W&C Securities of the relevant Series (as specified in the Issue Terms) as published by the International Swaps and Derivatives Association, Inc.).

“**ISDA Rate**” means, in respect of an Exercise Date, a rate equal to the Floating Rate that would be calculated 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 to which the ISDA Definitions applied and under which:

- the Floating Rate Option (which may refer to a Rate Option or a Price Option, specified in the ISDA Definitions) is as specified in the applicable Issue Terms;
- the Designated Maturity is the period specified in the applicable Issue Terms; and
- the relevant Reset Date is the day specified in the applicable Issue Terms.

For the purposes of this definition “Floating Rate”, “Calculation Agent”, “Floating Rate Option”, “Designated Maturity” and “Reset Date” have the meanings given to those terms in the ISDA Definitions.

“**Minimum Trading Size**” has the meaning ascribed to it in the applicable Issue Terms.

“**Multiplier**” has the meaning ascribed to it in the applicable Issue Terms.

“**Redemption Date**” has the meaning ascribed to it in the applicable Issue Terms.

“**Settlement Date**” has the meaning ascribed to it in the applicable Issue Terms.

“**Settlement Price**” means:

- (a) where the Reference Item is an Index, the Reference Level;
- (b) where the Reference Item is an Equity or an ETF Fund Share, the Reference Price;
- (c) where the Reference Item is a Commodity, the Relevant Price;
- (d) where the Reference Item is a Currency, the Currency Price; and
- (e) in respect of Interest Rate Linked Warrants, the ISDA Rate,

in each case in respect of the relevant Averaging Date, Observation Date, Pricing Date, Valuation Date or Exercise Date, as applicable.

“**TARGET2**” means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) system (or any successor thereto).

“**TARGET2 Business Day**” means a day on which TARGET2 is open.

#### **4. General Provisions relating to Physical Settlement**

**4.01** The provisions of Conditions 4.01, 4.02 and 4.03 apply to all W&C Securities.

##### ***Settlement Disruption***

**4.02** If, prior to the delivery of the Entitlement in accordance with the Conditions, a Settlement Disruption Event is subsisting, then the Settlement Date or Redemption Date, as the case may be, for the relevant W&C Securities shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event. 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 Redemption 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 Redemption 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, the Issuer may elect in its sole discretion to satisfy and discharge its obligations in respect of the relevant W&C Securities or Units, as the case may be, by payment to the relevant Holder of the Disruption Cash Settlement Price (as defined below) on the third Business Day following the date that notice of such election is given to the Holders in accordance with Condition 11. The Calculation Agent shall give notice as soon as practicable to the Holders in accordance with Condition 11 that a Settlement Disruption Event has occurred provided that any failure to

give, or non-receipt of, such notice will not affect the validity of any such Settlement Disruption Event. No Holder shall be entitled to any payment in respect of the relevant W&C Security or 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.

For the purposes hereof:

**“Disruption Cash Settlement Price”** in respect of any relevant W&C Securities or Unit, as the case may be, shall be the fair market value of such W&C Securities or Unit, as the case may be, (taking into account, where the Settlement Disruption Event affected some but not all of the Relevant Assets comprising the Entitlement and such non-affected Relevant Assets have been duly delivered as provided above, the value of such Relevant Assets), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Issuer in its sole and absolute discretion plus (in the case of Warrants), 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); and

**“Settlement Business Day”** has the meaning ascribed to it in (a) in the case of a Non-Exempt W&C Security, Condition 37 or (b) in the case of an Exempt W&C Security, the applicable Pricing Supplement.

**“Settlement Disruption Event”** means, in the opinion of the Calculation Agent, an event beyond the control of the Issuer (including but not limited to non-delivery of the Entitlement by a counterparty to an agreement entered into by the Hedging Entity to hedge the W&C Securities) as a result of which delivery of the Entitlement by or on behalf of the Issuer in accordance with these Conditions and/or the applicable Issue Terms is not practicable.

#### ***Failure to Deliver due to Illiquidity***

**4.03** If **“Failure to Deliver due to Illiquidity”** is specified as applicable in the applicable Issue Terms and, following exercise or upon redemption of Physical Delivery W&C 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 (a **“Failure to Deliver due to Illiquidity”**), then:

- (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 or Redemption Date, as the case may be 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, the Issuer may elect in its sole discretion to satisfy its obligations in respect of the relevant W&C Securities or Unit, as the case may be, by payment to the relevant Holder of the Failure to Deliver 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 11. The Calculation Agent shall give notice as

soon as practicable to the Holders in accordance with Condition 11 that the provisions of this Condition 4.03 apply.

For the purposes hereof:

**“Failure to Deliver Settlement Price”** means, in respect of any relevant W&C Security or 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 Hedging Entity 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 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).

#### ***Issuer’s Option to Vary Settlement***

**4.04** In the applicable Pricing Supplement indicates that the Issuer has an option to vary settlement in respect of the W&C Securities, upon a valid exercise or a redemption of W&C Securities in accordance with these Terms and Conditions, the Issuer may, at its sole and unfettered discretion, in respect of each such W&C Security or Unit, as the case may be, elect not to pay the relevant Holders the Cash Settlement Amount or not 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 or Redemption Date, as the case may be, to the relevant Holders, as the case may be. Notification of such election will be given to Holders no later than 10.00 a.m. (London time) on the second Business Day following the Actual Exercise Date (in the case of Exercisable Certificates or Warrants) or the second Business Day immediately preceding the Redemption Date (in the case of Redeemable Certificates).

#### ***General provisions relating to Settlement***

**4.05** None of the Issuer, the Calculation Agent or the Issuing and Paying Agent shall have any responsibility for any errors or omissions in the calculation of any Cash Settlement Amount or of any Entitlement.

Exercise or redemption of the W&C Securities, as applicable, is subject to all applicable laws, regulations and practices in force on the relevant Exercise Date or Redemption Date, as the case may be, and none of the Issuer or any of its Affiliates or the Issuing and Paying Agent 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 or any of its Affiliates or the Issuing and Paying Agent shall under any circumstances be liable for any acts or defaults of any Clearing System in relation to the performance of their duties in relation to the W&C Securities.

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.

### **5. Illegality, Early Cancellation for Tax Reasons, Early Cancellation/Adjustment for an Administrator/Benchmark Event and Early Cancellation for a TLAC Disqualification Event**

#### ***Illegality***

*This Condition 5.01 applies to W&C Securities which are subject to cancellation prior to the Settlement Date or Redemption Date, as the case may be, at the option of the Issuer upon an illegality as described below. The applicable Issue Terms contain provisions applicable to*

*such event and must be read in conjunction with this Condition 5.01 for full information. In particular, the applicable Issue Terms will identify the applicable notice periods.*

**5.01** If the Issuer determines in good faith that the performance of its obligations under the W&C Securities or that any arrangements made to hedge the Issuer's obligations under the W&C Securities have become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any applicable present or future law, rule, regulation, judgement, order or directive of any governmental, administrative, legislative or judicial authority or power, or the interpretation thereof, the Issuer having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Issue Terms to Holders in accordance with Condition 11 may, on expiry of such notice, cancel (in the case of Exercisable Certificates or Warrants) or redeem (in the case of Redeemable Certificates) the W&C Securities, provided that in respect of Bail-inable Securities where such cancellation or redemption, as applicable, would lead to a breach of the Issuer's total loss absorbing capacity ("TLAC") requirements, such cancellation or redemption will be subject to the prior approval of the Superintendent.

Should any one or more of the provisions contained in these Conditions be or become invalid, the validity of the remaining provisions shall not in any way be affected thereby.

If the Issuer cancels (in the case of Exercisable Certificates or Warrants) or redeems (in the case of Redeemable Certificates) the W&C Securities then the Issuer will, if and to the extent permitted by applicable law, pay an amount to each Holder in respect of each W&C Security or each Unit, as the case may be, held by such Holder, which amount shall be the fair market value of a W&C Security or Unit, as the case may be, notwithstanding such illegality, together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus (in the case of Warrants), 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 11.

#### **Early Cancellation for Taxation Reasons**

*This Condition 5.02 applies to W&C Securities which are subject to cancellation prior to the Settlement Date or Redemption Date, as the case may be, at the option of the Issuer for taxation reasons as described below. The applicable Issue Terms contain provisions applicable to any such event and must be read in conjunction with this Condition 5.02 for full information. In particular, the applicable Issue Terms will identify the applicable notice periods.*

**5.02** If, (i) as a result of any change in the laws or regulations of Canada or any province or territory thereof or any authority or agency therein or thereof having power to tax or, in the case of W&C Securities issued by a Branch of Account (as defined in Condition 15.01) of the Issuer outside Canada, of the country in which such branch is located or of any political subdivision thereof or any authority or agency therein or thereof having power to tax or in the interpretation or administration of any such laws or regulations which become effective on or after the Issue Date of such W&C Securities or any other date specified in the applicable Issue Terms, the Issuer would be required to pay extra amounts as provided in Condition 12.03, (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it and (iii) such circumstances are evidenced by the delivery by the Issuer to the Issuing and Paying Agent of a certificate signed by two senior officers of the Issuer stating that the said circumstances prevail and describing the facts leading thereto and an opinion of independent legal advisers of recognised standing to the effect that such circumstances

prevail, the Issuer may, at its option and having given no less than the minimum period and no more than the maximum period of notice specified in the applicable Issue Terms (ending, in the case of W&C Securities paying Additional Amounts at a floating rate, on an Additional Amount Payment Date) to the Holders of the W&C Securities in accordance with Condition 11, cancel (in the case of Exercisable Certificates or Warrants) or redeem (in the case of Redeemable Certificates) all (but not some only) of the outstanding W&C Securities, provided, however, that no such notice of cancellation or redemption may be given earlier than 90 days (or, in the case of W&C Securities paying Additional Amounts at a floating rate a number of days which is equal to the aggregate of the number of days falling within the then current Additional Amount Period plus 60 days) prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the W&C Securities then due, and provided further that in respect of Bail-inable Securities where such cancellation or redemption, as applicable, would lead to a breach of the Issuer's TLAC requirements, such cancellation or redemption will be subject to the prior approval of the Superintendent.

The Issuer may not exercise such option in respect of any W&C Security which is the subject of either a prior exercise by the Holder thereof or an automatic exercise (in the case of Exercisable Certificates and Warrants) or the prior exercise by the Holder of its option to require the redemption of such Certificate under Condition 26.04 (in the case of Redeemable Certificates).

If the Issuer cancels (in the case of Exercisable Certificates or Warrants) or redeems (in the case of Redeemable Certificates) the W&C Securities then the Issuer will pay an amount to each Holder in respect of each W&C Security or each Unit, as the case may be, held by such Holder, which amount shall be the fair market value of a W&C Security or Unit, as the case may be, notwithstanding such cancellation (in the case of Exercisable Certificates or Warrants) or redemption (in the case of Redeemable Certificates), together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus (in the case of Warrants), 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 11.

#### ***Early Cancellation/Adjustment for an Administrator/Benchmark Event***

**5.03** In the event that an Administrator/Benchmark Event occurs, the Issuer may (at its option and in its sole and absolute discretion):

- (i) instruct the Calculation Agent to make such adjustment(s) to the terms of the W&C Securities as it may determine appropriate in its sole and absolute discretion to account for the relevant event or circumstance and, without limitation, such adjustment(s) may include selecting a successor benchmark(s) and making related adjustment(s) to the terms of the W&C Securities including where applicable to reflect any increased costs of the Issuer and/or any Hedging Entity providing exposure to the successor benchmark(s) and, in the case of more than one successor benchmark, making provision for allocation of exposure as between the successor benchmarks; provided that in respect of Bail-inable Securities no such adjustment(s) will be made if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to either (A) prejudice the qualification of the relevant Series of W&C Securities as TLAC under the

guidelines of TLAC for banks in Canada or (B) result in the Superintendent treating the next Additional Amount Payment Date (if any) as the effective redemption or settlement date, as the case may be, rather than the Redemption Date or Settlement Date, as applicable, except with the prior consent of the Superintendent; or

- (ii) on giving notice to the Holders in accordance with Condition 11, cancel (in the case of Exercisable Certificates or Warrants) or redeem (in the case of Redeemable Certificates) all (but not some only) of the outstanding W&C Securities, provided that in respect of Bail-inable Securities where the cancellation or redemption, as applicable, would lead to a breach of the Issuer's TLAC requirements, such cancellation or redemption will be subject to the prior approval of the Superintendent.

If the Issuer cancels (in the case of Exercisable Certificates or Warrants) or redeems (in the case of Redeemable Certificates) the W&C Securities then:

- (a) the Issuer will pay an amount to each Holder in respect of each W&C Security or each Unit, as the case may be, held by such Holder, which amount shall be the fair market value of a W&C Security or Unit, as the case may be, notwithstanding such cancellation (in the case of Exercisable Certificates or Warrants) or redemption (in the case of Redeemable Certificates) but taking into account the relevant Administrator/Benchmark Event, less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus (in the case of Warrants), 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 11; and
- (b) no further Additional Amounts (if applicable) will be payable since the immediately preceding Additional Amount Payment Date or, if none, the Issue Date.

For the avoidance of doubt, the above is additional, and without prejudice, to any other terms of the W&C Securities. In the event that under any such terms any other consequences could apply in relation to an event or occurrence the subject of an Administrator/Benchmark Event, the Issuer shall determine which terms shall apply in its sole and absolute discretion.

The Issuer shall give notice as soon as practicable to Holders in accordance with Condition 11 of any adjustment(s) made pursuant to paragraph (i) above, provided that any failure to give, or non-receipt of, such notice shall not affect the validity of such adjustment(s).

For the purposes of this Condition 5.03:

**"Administrator/Benchmark Event"** means, in relation to any Benchmark, the occurrence of a Benchmark Modification or Cessation Event, a Non-Approval Event, a Rejection Event or a Suspension/Withdrawal Event, all as determined by the Calculation Agent.

**"Benchmark"** means any figure which is a benchmark as defined in the BMR and where any amount payable or deliverable under the W&C Securities, or the value of the W&C Securities, is determined by reference in whole or in part to such figure, all as determined by the Calculation Agent.

**"Benchmark Modification or Cessation Event"** means, in respect of the Benchmark, any of the following has occurred or will occur:

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

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

"**Non-Approval Event**" means, in respect of the Benchmark:

- (i) any authorisation, registration, recognition, endorsement, equivalence decision or approval in respect of the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be obtained;
- (ii) the Benchmark or the administrator or sponsor of the Benchmark has not been or will not be included in an official register; or
- (iii) the Benchmark or the administrator or sponsor of the Benchmark does not or will not fulfil any legal or regulatory requirement applicable to the W&C Securities, the Issuer, the Calculation Agent or the Benchmark,

in each case, as is or will be required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the W&C Securities.

"**Rejection Event**" means, in respect of the Benchmark, the relevant competent authority or other relevant official body rejects or refuses or will reject or refuse any application for authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register which, in each case, is or will be required in relation to the W&C Securities, the Benchmark or the administrator or sponsor of the Benchmark under any applicable law or regulation for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the W&C Securities.

"**Suspension/Withdrawal Event**" means, in respect of the Benchmark:

- (i) the relevant competent authority or other relevant official body suspends or withdraws or will suspend or withdraw any authorisation, registration, recognition, endorsement, equivalence decision or approval in relation to the Benchmark or the administrator or sponsor of the Benchmark which is or will be required under any applicable law or regulation in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the W&C Securities; or
- (ii) the Benchmark or the administrator or sponsor of the Benchmark is or will be removed from any official register where inclusion in such register is or will be required under any applicable law in order for any of the Issuer, the Calculation Agent or any other entity to perform its obligations in respect of the W&C Securities.

***Early Cancellation for TLAC Disqualification Event***

*This Condition 5.04 applies to Bail-inable Securities only and only where specified as applicable in the applicable Issue Terms.*

**5.04** If TLAC Disqualification Event is specified as being applicable in the applicable Issue Terms of a Series of Bail-inable Securities, the Issuer may at its option, on giving not less than 30 days' nor more than 60 days' notice to Holders in accordance with Condition 11, on expiry of such notice (which must fall within 90 days following such TLAC Disqualification Event (as defined below)) cancel (in the case of Exercisable Certificates or Warrants) or redeem (in the case of Redeemable Certificates) all (but not some only) of the outstanding Series of W&C Securities and pay an amount to each Holder in respect of each W&C Security or each Unit, as the case may be, held by such Holder equal to the Early Cash Settlement Amount specified in or, in the case of Exempt W&C Securities, determined in accordance with the provisions of the applicable Issue Terms, together (if applicable) with Additional Amounts accrued to (but excluding) the date fixed for cancellation or redemption, as applicable. Such cancellation or redemption, as applicable, will be subject to the prior approval of the Superintendent.

A "TLAC Disqualification Event" means the Office of the Superintendent of Financial Institutions has advised the Issuer in writing that the Series of Bail-inable Securities will no longer be recognised in full as TLAC under the guideline for TLAC for banks in Canada in effect from time to time as interpreted by the Superintendent, provided that a TLAC Disqualification Event will not occur where the exclusion of the Series of Bail-inable Securities from the Issuer's TLAC requirements is due to the remaining time to redemption, exercise or expiration, as applicable, of such Series of Bail-inable Securities being less than any period prescribed by any relevant eligibility criteria applicable as of the Issue Date of the first Tranche of such Bail-inable Securities.

#### ***Restrictions on Redemption or Cancellation of Bail-inable Securities***

**5.05** Any notice of redemption or cancellation given by the Issuer under this Condition 5 shall be irrevocable, except that in the case of Bail-inable Securities, an order under subsection 39.13(1) of the CDIC Act, prior to the date fixed for redemption or cancellation, as applicable, shall automatically rescind such notice of redemption or cancellation and, in such circumstances, such Bail-inable Securities shall not be so redeemed or cancelled and no payment in respect of the rescinded redemption or cancellation shall be due and payable. For the avoidance of doubt, notwithstanding anything in these Conditions, (i) early redemption or cancellation of any Bail-inable Securities (other than pursuant to Condition 5.04) where the early redemption or cancellation would lead to a breach of the Issuer's TLAC requirements, will be subject to the prior approval of the Superintendent; and (ii) Condition 26.04 will not apply to Bail-inable Securities.

## **6. Events of Default**

**6.01** The following events or circumstances (each an "Event of Default") shall be acceleration events in relation to the W&C Securities of any Series, namely:

- (i) default is made for more than 30 Business Days from the due date in the payment of any Cash Settlement Amount, or solely in the case of W&C Securities which are not Bail-inable Securities delivery of any Entitlement, in respect of the W&C Securities of the relevant Series or any of them or in the payment of any Additional Amount in respect of the W&C Securities of the relevant Series or any of them; or
- (ii) the Issuer shall have become insolvent or bankrupt or subject to the provisions of the *Winding-up and Restructuring Act (Canada)* ("WURA"), or

any statute hereafter enacted in substitution therefor, as the WURA, or any such substituted statute, may be amended from time to time, or if the Issuer goes into liquidation, either voluntarily or under an order of a court of competent jurisdiction or otherwise acknowledges its insolvency.

**6.02** Subject to Condition 6.03 below, if any Event of Default shall occur, any Holder may, by notice given to the Issuing and Paying Agent through the relevant Clearing Systems in such manner as the Issuing and Paying Agent and the relevant Clearing Systems may approve for this purpose, declare such W&C Security to be immediately cancelled (in the case of Exercisable Certificates and Warrants) or repayable (in the case of Redeemable Certificates) whereupon an amount equal to the fair market value of such W&C Security or Unit, as the case may be, shall become immediately due and repayable notwithstanding the Event of Default, together with accrued Additional Amounts (if applicable), less the cost to the Issuer and/or the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus (in the case of Warrants), 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, unless, prior thereto, all Events of Default in respect of such W&C Security shall have been cured.

**6.03** Holders may only exercise, or direct the exercise of, their rights under Condition 6.02 above in respect of Bail-inable Securities where an order has not been made pursuant to subsection 39.13(1) of the CDIC Act in respect of the Issuer. Notwithstanding the exercise of any rights by Holders under Condition 6.02 in respect of Bail-inable Securities, Bail-inable Securities could still be subject to a Bail-in Conversion until paid in full. A Bail-in Conversion will not be an Event of Default. By its acquisition of Bail-inable Securities, each Holder (including each holder of a beneficial interest in any Bail-inable Securities), to the extent permitted by law, waives any and all claims, in law and/or in equity, against the Issuing and Paying Agent (in each case solely in its capacity as the Issuing and Paying Agent), for, agrees not to initiate a suit against the Issuing and Paying Agent in respect of, and agrees that the Issuing and Paying Agent shall not be liable for, any action that the Issuing and Paying Agent takes, or abstains from taking, in either case in accordance with a Bail-in Conversion.

## **7. Waiver of set-off and netting rights**

Bail-inable Securities are not subject to set-off or netting rights.

## **8. Purchases**

The Issuer or any of its Affiliates 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, provided that in respect of Bail-inable Securities where such purchase would lead to a breach of the Issuer's TLAC requirements, such purchase will be subject to the prior approval of the Superintendent. Any W&C Securities so purchased may be held or resold or surrendered for cancellation.

## **9. Payments – Unavailability of Settlement Currency**

**9.01** If Alternative Currency Payment is specified as applicable in the applicable Issue Terms and the Settlement Currency is a currency other than Renminbi and on or around a due date for payment under the W&C Securities, the Calculation Agent determines that the Settlement Currency is not available on the foreign exchange markets due to the imposition of exchange controls, the Settlement Currency's replacement or disuse or other circumstances beyond the Issuer's control, the Issuer will be entitled to satisfy its obligations in respect of

such payment by making payment in the Alternative Currency specified in the applicable Issue Terms on the basis of the spot exchange rate (the “**Alternative Currency FX Rate**”) at which the Settlement Currency is offered in exchange for the Alternative Currency in the London foreign exchange market (or, at the option of the Calculation Agent, in the foreign exchange market of any other financial centre which is then open for business) at noon, London time, two Business Days prior to the date on which payment is due or, if the Alternative Currency FX Rate is not available on that date, on the basis of a substitute exchange rate determined by the Calculation Agent acting in its absolute discretion from such source(s) and at such time as it may select. For the avoidance of doubt, the Alternative Currency FX Rate or substitute exchange rate as aforesaid may be such that the resulting Alternative Currency amount is zero and in such event no amount of the Alternative Currency or the Settlement Currency will be payable.

**9.02** Notwithstanding any other provision in these Conditions, if the Settlement Currency is Renminbi and (a) if an Inconvertibility, Non-Transferability or Illiquidity occurs or (b) if Renminbi is otherwise not available to the Issuer as a result of circumstances beyond its control and such unavailability has been confirmed by a Renminbi Dealer, acting in good faith and in a commercially reasonable manner, following which the Issuer is unable to satisfy any payments (in whole or in part) in respect of the RMB W&C Securities, the Issuer on giving not less than five nor more than 30 days’ irrevocable notice to the Holders prior to the due date for payment, may settle any such payment (in whole or in part) in U.S. dollars on the due date at the U.S. dollars Equivalent of any such Renminbi denominated amount.

In such event, payments of the U.S. dollars Equivalent or the relevant amount in respect of the W&C Securities shall be made by transfer to the U.S. dollars account of the relevant Account Holders for the benefit of the Holders. For the avoidance of doubt, no such payment of the U.S. dollars Equivalent shall by itself constitute a default in payment within the meaning of Condition 6.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 9.02 by the RMB Rate Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Paying Agent and all Holders and (in the absence of manifest error) no liability to the Issuer, the Paying Agent and all Holders shall attach to the RMB Rate Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

For the purposes of these Conditions:

“**Government 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) of each Relevant Renminbi Settlement Centre.

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China.

“**Illiquidity**” means that the general Renminbi exchange market in each Relevant Renminbi Settlement Centre becomes illiquid, other than as a result of an event of Inconvertibility or Non-Transferability, as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers.

**“Inconvertibility”** means the occurrence of any event that makes it impossible for the Issuer to convert any amount due in respect of RMB W&C Securities in the general Renminbi exchange market in each Relevant Renminbi Settlement Centre, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation).

**“Relevant Renminbi Settlement Centre”** means each of the jurisdiction(s) specified as such in the applicable Issue Terms or if no Relevant Renminbi Settlement Centre is specified in the relevant Issue Terms, the Relevant Renminbi Settlement Centre shall mean Hong Kong only.

**“Renminbi Dealer”** means an independent foreign exchange dealer or international repute active in the Renminbi exchange market in any Relevant Renminbi Settlement Centre reasonably selected by the Issuer.

**“RMB “W&C Securities”** means a W&C Securities denominated in Renminbi.

**“RMB Rate Calculation Agent”** means the agent appointed from time to time by the Issuer for the determination of the RMB Spot Rate or identified as such in the relevant Issue Terms.

**“RMB Rate Calculation 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) in each Relevant Renminbi Settlement Centre and in New York City.

**“RMB Rate Calculation Date”** means the day which is two RMB Rate Calculation Business Days before the due date for payment of the relevant Renminbi amount under the Conditions.

**“RMB Spot Rate”** for a RMB Rate Calculation Date means the spot CNY/U.S. dollars exchange rate for the purchase of U.S. dollars with RMB in the over-the-counter RMB exchange market in the Relevant Renminbi Settlement Centre in which the RMB Rate Calculation Agent is located for settlement on the relevant due date for payment, as determined by the RMB Rate Calculation Agent at or around 11 a.m. (local time of the Relevant Renminbi Settlement Centre) on such RMB Rate Calculation Date, on a deliverable basis by reference to Reuters Screen page TRADCNY3 or if no such rate is available on a non deliverable basis by reference to Reuters Screen Rate TRADNDF. If neither rate is available, the RMB Rate Calculation Agent will determine the RMB Spot Rate at or around 11 a.m. (local time of the Relevant Renminbi Settlement Centre) on the RMB Rate Calculation Date as the most recently available CNY/U.S. dollar official fixing rate for settlement on the relevant due date for payment reported by The State Administration of Foreign Exchange of the People’s Republic of China (excluding Hong Kong, Macao Special Administrative Region of the People’s Republic of China and Taiwan) (the **“PRC”**), which is reported on the Reuters Screen Page CNY=SAEC. Reference to a page on the Reuters Screen means the display page so designated on the Reuter Monitor Money Rates Service (or any successor service) or such other page as may replace that page for the purpose of displaying a comparable currency exchange rate.

**“U.S. dollars Equivalent”** means the Relevant Renminbi amount converted into U.S. dollars using the RMB Spot Rate for the relevant RMB Rate Calculation Date, as calculated by the RMB Rate Calculation Agent.

## **10. The Issuing and Paying Agent, Calculation Agent, Paying Agents, Determinations, Modifications and Meeting Provisions**

**10.01** The initial Issuing and Paying Agent is specified above. The Calculation Agent in respect of any W&C Securities and any additional or other Paying Agents shall be specified in Part A or Part B of the applicable Issue Terms, respectively. The Issuer reserves the right at any time to vary or terminate the appointment of the Issuing and Paying Agent or the Calculation Agent and to appoint additional Paying Agents or another Calculation Agent provided that it will at all times maintain (i) an Issuing and Paying Agent, (ii) a Calculation Agent, and (iii) so long as the W&C Securities are admitted to trading and/or listed on any stock exchange or admitted to trading or listing by another relevant authority, a Paying Agent with a specified office in such place as may be required by the rules and regulations of such stock exchange or other relevant authority. The Paying Agents and the Calculation Agent reserve the right at any time to change their respective specified offices to some other specified office in the same metropolitan area. Notice of all changes in the identities or specified offices of any Paying Agent and Calculation Agent will be given promptly by the Issuer to the Holders in accordance with Condition 11.

**10.01a** The initial Finnish Issuing and Paying Agent is specified above. The Issuer reserves the right at any time to vary or terminate the appointment of the Finnish Issuing and Paying Agent provided that the Issuer shall at all times maintain a Finnish Issuing and Paying Agent authorised to act both as an account operator and issuer agent with Euroclear Finland. Notice of all changes in the identity or specified offices of the Finnish Issuing and Paying Agent will be given promptly by the Issuer to the Holders in accordance with Condition 11.

**10.02** The Paying Agents act solely as agent of the Issuer and, save as provided in the Issue and Paying Agency Agreement or any other agreement entered into with respect to its appointment, does not assume any obligations towards or relationship of agency or trust for any Holder of any W&C Security and shall only be responsible for the performance of the duties and obligations expressly imposed upon it in the Issue and Paying Agency Agreement or other agreement entered into with respect to its appointment or incidental thereto.

**10.03** In relation to each issue of W&C Securities, the Calculation Agent (whether it be the Royal Bank of Canada, London branch or another entity) acts solely as agent of the Issuer 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 or proven error) be final, conclusive and binding on the Issuer, the Issuing and Paying Agent and the Holders. The Calculation Agent shall promptly notify the Issuer and the Issuing and Paying Agent upon any such calculations and determinations, and (in the absence of wilful default, bad faith or manifest error) no liability to the Issuer, the Issuing and Paying Agent or the Holders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

The Calculation Agent may, with the consent of the Issuer, delegate any of its obligations and functions to a suitably competent third party of good standing as it deems appropriate.

#### ***Determinations***

**10.04** Any determination made by the Calculation Agent pursuant to these Terms and Conditions shall (save in the case of proven or manifest error) be final, conclusive and binding on the Issuer and the Paying Agents and the Holders.

### **Modifications and Meetings Provisions**

**10.05** The Issue and Paying Agency Agreement contains provisions for convening meetings of the Holders of the W&C Securities (other than Finnish W&C Securities) to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution (as defined in the Issue and Paying Agency Agreement) of these Terms and Conditions. An Extraordinary Resolution passed by the Holders of the W&C Securities will be binding on all Holders of the W&C Securities, whether or not they are present at any meeting and whether or not they voted on the resolution.

The quorum for any meeting convened to consider an Extraordinary Resolution shall be two or more persons holding or representing a clear majority by number of the W&C Securities of the relevant Series for the time being outstanding, or at any adjourned meeting two or more persons holding or representing Holders of such W&C Securities whatever the number of W&C Securities so represented, unless the business of such meeting includes consideration of proposals, *inter alia*, to (i) amend the Redemption Date, Settlement Date, Exercise Date or Exercise Period or any Additional Amount Payment Date (as applicable) in respect of the W&C Securities (ii) reduce or cancel the Cash Settlement Amount or the Entitlement (as applicable), (iii) reduce any Additional Amount payable, (iv) in the case of Exempt W&C Securities subject to any applicable redenomination provisions specified in the Pricing Supplement, change the Settlement Currency, (v) modify the provisions concerning the quorum required at any meeting of Holders of the W&C Securities or the majority required to pass an Extraordinary Resolution or (vi) modify or eliminate any of items (i) through (v), inclusive above, in which case the necessary quorum shall be two or more persons holding or representing not less than seventy-five per cent., or at any adjourned meeting, not less than twenty-five per cent., by number of the W&C Securities for the time being outstanding.

In addition to Extraordinary Resolutions passed at meetings of the Holders of W&C Securities, the Issue and Paying Agency Agreement provides that an Extraordinary Resolution may also be passed by either (i) a resolution in writing signed on behalf of the Holders of W&C Securities of not less than seventy-five per cent. in number of the W&C Securities for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed on behalf of one or more Holders of W&C Securities) or (ii) approval of a resolution given by way of electronic consents through the relevant clearing system(s) by or on behalf of Holders of W&C Securities of not less than seventy-five per cent. in number of the W&C Securities for the time being outstanding. The Issue and Paying Agency Agreement contains provisions for the purpose of determining whether any such written or electronic resolution has been validly passed.

The Issuer may without the consent of the Issuing and Paying Agent or the Holders of the W&C Securities, make any modification to these Terms and Conditions (i) which is not materially prejudicial to the interests of the Holders of W&C Securities, or (ii) to correct a manifest or proven error or an error that is of a formal, minor or technical nature, or to correct, cure or supplement any defective provision contained herein. Subject as aforesaid, no other modification may be made to these Terms and Conditions except with the sanction of an Extraordinary Resolution adopted by the Holders.

Save as provided therein, the Issue and Paying Agency Agreement may be amended by agreement among the parties thereto and without the consent of any Holders of the W&C Securities.

Notwithstanding anything in this Condition 10.05, the prior approval of the Superintendent is required to modify the terms of any Series of Bail-inable Securities where such modification

may affect the eligibility of the Bail-inable Securities as TLAC for the Issuer's TLAC requirements.

### ***Meetings of Holders of Finnish W&C Securities and Modification***

**10.06** The Issuer may, and upon a request in writing by Holders of Finnish W&C Securities holding not less than one-tenth by number of the Finnish W&C Securities for the time being outstanding of any Series, convene meetings of the Holders of Finnish W&C Securities to consider any matter affecting their interest, including (without limitation) the modification by Extraordinary Resolution of these Conditions. At least twenty-one but no more than sixty days notice, specifying the day, time and place of the meeting shall be given to the Holders of Finnish W&C Securities. The notice shall be delivered to the Holders of the Finnish W&C Securities in accordance with Condition 11 below and a copy of the notice shall be given to the Finnish Issuing and Paying Agent and Euroclear Finland. The notice shall specify the terms of the resolutions to be proposed.

Only persons being Holders of Finnish W&C Securities of the relevant Series on the fifth Business Day prior to the meeting according to the Finnish Securities Register shall be entitled to attend and vote at the meeting. A Holder of Finnish W&C Securities may by an instrument in writing in the English language signed by the Holder and delivered to the Issuer not later than 48 hours prior to the time for which such meeting or adjourned meeting is convened, appoint any person (a "**proxy**") to attend and act on it or its behalf in connection with any meeting or proposed meeting of the Holders of Finnish W&C Securities. The Finnish Issuing and Paying Agent, the Issuer, Euroclear Finland and their respective financial and legal advisers shall be entitled to attend and speak at any meeting of the Holders of Finnish W&C Securities.

A person nominated in writing by the Issuer shall be entitled to take the chair at every meeting, but if no such nomination is made or if at any meeting the person nominated shall not be present within thirty minutes after the time appointed for the holding of such meeting, the Holders of Finnish W&C Securities present may appoint another such person to be chairman.

Subject as provided below, at any such meeting any two or more Holders of Finnish W&C Securities (or their proxies) present in person holding in the aggregate a clear majority in number of the Finnish W&C Securities of the relevant Series for the time being outstanding shall form a quorum for the transaction of business. No business (other than the choosing of a chairman) shall be transacted at any meeting unless the requisite quorum be present at the commencement of business.

If within half an hour from the time appointed for any such meeting a quorum is not present the meeting shall, if convened upon the requisition of Holders of Finnish W&C Securities, be dissolved. In any other case it shall stand adjourned for such period, not being less than fourteen days nor more than forty-two days, as may be decided by the chairman. Subject as provided below, at such adjourned meeting two or more Holders of Finnish W&C Securities (or their proxies), irrespective of the number of Finnish W&C Securities so held or represented by them, shall form a quorum and shall have the power to pass any resolution and to decide upon all matters which could properly have been dealt with at the original meeting had a quorum been present at such meeting. At least ten days' notice of any meeting adjourned through want of a quorum shall be given in the same manner as of an original meeting and such notice shall state the quorum required at such adjourned meeting.

Every question submitted to a meeting shall be decided in the first instance by a show of hands and in case of equality of votes the chairman shall both on a show of hands and on a poll have a casting vote in addition to the vote or votes to which he may be entitled as a Holder of Finnish W&C Securities or as a proxy.

At any meeting, unless a poll is (before or on the declaration of the result of the show of hands) demanded by the chairman or the Issuer or by any Holder(s) of Finnish W&C Securities of the relevant Series (or their proxies) representing in the aggregate at least 2 per cent. in number of the Finnish W&C Securities for the time being outstanding, a declaration by the chairman that a resolution has been carried or carried by a particular majority or lost or not carried by any particular majority shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution. If at any meeting a poll is demanded, it shall be taken in such manner and (subject as hereinafter provided) either at once or after such an adjournment as the chairman directs and the result of such poll shall be deemed to be the resolution of the meeting at which the poll was demanded as at the date of the taking of the poll. The demand for a poll shall not prevent the continuance of the meeting for the transaction of any business other than the question on which the poll has been demanded. Any poll demanded at any meeting on the election of a chairman or on any question of adjournment shall be taken at the meeting without adjournment.

At any such meeting (a) on a show of hands every person who is present in person and who is a Holder of Finnish W&C Securities of the relevant Series or a proxy shall have one vote and (b) on a poll every person who is so present shall have one vote in respect of each outstanding Finnish W&C Security of such Series of Finnish W&C Securities so produced or represented or in respect of which he is a proxy. Without prejudice to the obligations of the proxies named in any form of proxy, any person entitled to more than one vote need not use all its votes or cast all the votes to which he is entitled in the same way.

A meeting of the Holders of Finnish W&C Securities shall, in respect of the Finnish W&C Securities of the relevant Series only and insofar only as it affects the Finnish W&C Securities of the relevant Series and subject to the provisions contained in these Terms and Conditions have the following powers exercisable by Extraordinary Resolution namely:

- (a) power to sanction any modification, abrogation, variation or compromise of, an arrangement in respect of, the rights of the Holders of Finnish W&C Securities of the relevant Series against the Issuer whether such rights shall arise under the Finnish W&C Securities or otherwise;
- (b) power to sanction the exchange or substitution for the Finnish W&C Securities of or the conversion of those Finnish W&C Securities into other obligations or securities of the Issuer or any other body corporate formed or to be formed;
- (c) power to assent to any modification of the provisions contained in the Finnish W&C Securities and these Terms and Conditions thereof;
- (d) power to waive or authorise any breach or proposed breach by the Issuer of its obligations under these Terms and Conditions or any act or omission which might otherwise constitute an event of default under these Terms and Conditions;

- (e) power to authorise Euroclear Finland or any other person to concur in and execute and do all such deeds, documents, acts and things as may be necessary to carry out and give effect to any Extraordinary Resolution;
- (f) power to give any authority, direction or sanction which under these Terms and Conditions is required to be given by Extraordinary Resolution; and
- (g) power to appoint any persons (whether Holders of Finnish W&C Securities or not) as a committee or committees to represent the interests of the Holders of Finnish W&C Securities and to confer upon such committee or committees any powers or discretions which such Holders of Finnish W&C Securities could themselves exercise by Extraordinary Resolution.

Should the business of such meeting include consideration of proposals, *inter alia*, to: (i) amend the Redemption Date, Settlement Date, Exercise Date or Exercise Period or any Additional Amount Payment Date (as applicable) in respect of the Finnish W&C Securities, (ii) reduce or cancel the Cash Settlement Amount, (iii) reduce any Additional Amount payable, (iv) modify the provisions concerning the quorum required at any meeting of Holders of the Finnish W&C Securities or the majority required to pass an Extraordinary Resolution or (v) modify or eliminate any of items (i) through (iv), inclusive above, the necessary quorum shall be two or more persons holding or representing not less than seventy-five per cent., or at any adjourned meeting, not less than twenty-five per cent., in number of the Finnish W&C Securities for the time being outstanding. An Extraordinary Resolution passed at any meeting of the Holders of Finnish W&C Securities of any Series will be binding on all Holders of the Finnish W&C Securities of such Series, whether or not they are present at the meeting.

In addition to Extraordinary Resolutions passed at meetings of the Holders of Finnish W&C Securities either (i) a resolution in writing signed on behalf of the Holders of Finnish W&C Securities of not less than seventy-five per cent. in number of the Finnish W&C Securities for the time being outstanding (whether such resolution in writing is contained in one document or several documents in the same form, each signed on behalf of one or more Holders of Finnish W&C Securities) or (ii) consents given by way of electronic consents through the relevant clearing systems by or on behalf of a Holder of Finnish W&C Securities, of not less than seventy-five per cent. in number of the Finnish W&C Securities for the time being outstanding will take effect as an Extraordinary Resolution.

Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer and any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings transacted or by the chairman of the next succeeding meeting of the Holders of Finnish W&C Securities, shall be conclusive evidence of the matters therein contained and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made and signed as aforesaid shall be deemed to have been duly convened and held and all resolutions passed or proceedings transacted thereat to have been duly passed and transacted.

Any Finnish W&C Securities which have been purchased or are held by (or on behalf of) the Issuer or any subsidiary of the Issuer but which have not been cancelled shall, unless and until resold, be deemed not to be outstanding for the purposes of this Condition 10.06.

The Issuer may, with the consent of the Finnish Issuing and Paying Agent, but without the consent of the Holders of the Finnish W&C Securities, make any modification to these Terms

and Conditions (i) which is not materially prejudicial to the interests of the Holders of Finnish W&C Securities, or (ii) to correct a manifest or proven error or an error that is of a formal, minor or technical nature, or to correct, cure or supplement any defective provision contained herein. Subject as aforesaid, no other modification may be made to these Terms and Conditions except with the sanction of an Extraordinary Resolution adopted by the Holders.

Save as provided therein, the Finnish Issuing and Paying Agent Agreement may be amended by agreement among the parties thereto and without the consent of any Holders of the Finnish W&C Securities.

Notwithstanding anything in this Condition 10.06, the prior approval of the Superintendent is required to modify the terms of any Series of Bail-inable Securities where such modification may affect the eligibility of the Bail-inable Securities as TLAC for the Issuer's TLAC requirements.

## **11. Notices**

All notices to Holders shall be valid: (i) if delivered to each Clearing System for communication by them to the Holders; and (ii) if and so long as the W&C Securities are admitted to trading on, and listed on any 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 including publication on the website of the relevant stock exchange or relevant authority if required by those rules.

Any such notice shall be deemed to have been given on the second Business Day following such publication or delivery.

All notices regarding Finnish W&C Securities will be deemed to be validly given if sent by mail to a Holder of Finnish W&C Securities to the address registered for such Holder in the system of Euroclear Finland or in accordance with the legislation, rules and regulations applicable to, and/or issued by, Euroclear Finland. Any such notice shall be deemed to have been given, if sent by mail to the Holder, on the fourth Business Day following the day the notice was sent by mail.

## **12. Expenses and Taxation**

**12.01** Subject to Condition 12.03 below, a Holder of W&C Securities must pay all taxes, duties and/or expenses, including any applicable depositary charges, transaction or exercise charges, stamp duty, stamp duty reserve tax, issue, registration, securities transfer and/or other taxes or duties arising from the exercise and settlement or redemption (as applicable) of such W&C Securities and/or, if applicable, the delivery of the Entitlement pursuant to the terms of such W&C Securities (together "**Expenses**").

**12.02** Subject to Condition 12.03 below, the Issuer shall not be liable for or otherwise obliged to pay any tax, duty, withholding or other payment which may arise as a result of the ownership, transfer, exercise, redemption or enforcement of any W&C Security by any person and all payments or deliveries made by the Issuer shall be made subject to any such tax, duty, withholding or other payment which may be required to be made, paid, withheld or deducted.

### **12.03 Taxation**

(i) All amounts payable in respect of the W&C Securities will be paid 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 or levied by or on behalf of Canada, any province or territory or political subdivision thereof or any authority or agency therein or thereof having power to tax and, in the case of W&C Securities issued by a branch of the Issuer located outside Canada, the country in which such branch is located or any political subdivision thereof or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law or the interpretation or administration thereof. In that event, but in the case of Redeemable Certificates and Exercisable Certificates that evidence deposit liabilities under the *Bank Act* (Canada) only (and the applicable Issue Terms will indicate whether the Exercisable Certificates evidence deposit liabilities under the *Bank Act* (Canada)), the Issuer will pay such extra amounts as may be necessary in order that the net amounts received by the holder after such withholding or deduction shall equal the amounts which would have been received in respect of such Certificates, in the absence of such withholding or deduction; except that no extra amounts shall be payable with respect to any payment in respect of any such Certificate:

- (a) to, or to a third party on behalf of, a holder who is liable for such taxes, duties, assessments or governmental charges in respect of such Certificate by reason of his having some connection with Canada or the country in which such branch is located otherwise than the mere holding of such Certificate; or
- (b) to, or to a third party on behalf of, a holder in respect of whom such tax, duty, assessment or governmental charge is required to be withheld or deducted by reason of the holder or other person entitled to payments under the Certificates being a person with whom the Issuer is not dealing at arm's length (within the meaning of the *Income Tax Act* (Canada)); or
- (c) to, or to a third party on behalf of, a holder who is, or who does not deal at arm's length with a person who is, a "specified shareholder" (as defined in subsection 18(5) of the *Income Tax Act* (Canada)) of the Issuer; or
- (d) for or on account of any withholding tax or deduction imposed or collected pursuant to (i) Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**") (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code, whether currently in effect or as published and amended from time to time ("**FATCA Withholding Tax Rules**") or (ii) Section 871(m) of the Code.

(ii) If the Issuer becomes subject generally at any time to any taxing jurisdiction other than or in addition to Canada or the country in which the relevant Branch of Account is located, references in Condition 5.02 and Condition 12.03 to Canada or the country in which the relevant branch is located shall be read and construed as references to Canada or the country in which such branch is located and/or to such other jurisdiction(s).

(iii) Unless the context otherwise requires, any reference in these Conditions to any payment due in respect of the W&C Securities shall be deemed to include (x) the delivery of any Entitlements and (y) any extra amounts which may be payable under this Condition 12.03.

### **13. Further Issues**

The Issuer may from time to time, without the consent of the Holders, create and issue further W&C Securities so as to be consolidated with and form a single series with the outstanding W&C Securities of a particular Series.

### **14. Currency Indemnity**

Subject to Condition 9, the Settlement Currency is the sole currency of account and payment for all sums payable by the Issuer in respect of the W&C Securities or Units, as the case may be, including damages. Any amount received or recovered in a currency other than the Settlement Currency (whether as a result of, or of the enforcement of, a judgement or order of a court of any jurisdiction or otherwise) by any Holder of a W&C Security or Unit, as the case may be, in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the Settlement Currency which such Holder is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first day on which it is practicable to do so). If that amount is less than the amount in the Settlement Currency expressed to be due to any Holder of a W&C Security or Unit, as the case may be, in respect of such W&C Security or Unit, as the case may be, the Issuer shall indemnify such Holder against any loss sustained by such Holder as a result. In any event, the Issuer shall indemnify each such Holder against any cost of making such purchase which is reasonably incurred. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Holder of a W&C Security or Unit, as the case may be, and shall continue in full force and effect despite any judgement, order, claim or proof for a liquidated amount in respect of any sum due in respect of the W&C Securities or Units, as the case may be, or any judgement or order. Any such loss aforesaid shall be deemed to constitute a loss suffered by the relevant Holder of a W&C Security or Unit, as the case may be, and no proof or evidence of any actual loss will be required by the Issuer.

### **15. Branch of Account**

**15.01** This Condition 15 applies only to Redeemable Certificates and Exercisable Certificates that evidence deposit liabilities under the *Bank Act* (Canada). For the purposes of the *Bank Act* (Canada) the branch of the Bank set out in the applicable Issue Terms shall be the branch of account (the "**Branch of Account**") for the deposit liabilities under the *Bank Act* (Canada) evidenced by the relevant Redeemable Certificates and Exercisable Certificates. If not specified in the applicable Issue Terms, the Branch of Account for such Redeemable Certificates and Exercisable Certificates will be the main branch of the Issuer in Toronto. Such Redeemable Certificates and Exercisable Certificates will be paid without the necessity of first being presented for payment at the Branch of Account. Redeemable Certificates and Exercisable Certificates issued by a Branch of Account are obligations of the Bank.

**15.02** If the Branch of Account is not in Canada, the Bank may change the Branch of Account for the deposit liabilities under the *Bank Act* (Canada) evidenced by the W&C

Security, upon not less than seven days' prior notice to the Holders given in accordance with Condition 11 and upon and subject to the following terms and conditions:

- (i) if the W&C Security is payable in Yen, the Branch of Account shall not be in Japan;
- (ii) the Issuer shall indemnify and hold harmless the holder of the W&C Security against any tax, duty, assessment or governmental charge which is imposed or levied upon such holder as a consequence of such change, and shall pay the reasonable costs and expenses of the Issuing and Paying Agent in connection with such change; and
- (iii) notwithstanding (ii) above, no change of the Branch of Account may be made unless immediately after giving effect to such change (a) no Event of Default, and no event which, after the giving of notice or lapse of time or both, would become an Event of Default shall have occurred and be continuing and (b) payments on the W&C Securities to holders thereof (other than Excluded Holders, as hereinafter defined) shall not, in the opinion of counsel to the Issuer, be subject to any taxes, as hereinafter defined, to which they would not have been subject had such change not taken place. For the purposes of this section, an "**Excluded Holder**" means a holder of a W&C Security of this Series who is subject to taxes by reason of its having some connection with the Relevant Jurisdiction other than the mere holding of a W&C Security of this Series as a non-resident of such Relevant Jurisdiction. "**Relevant Jurisdiction**" means Canada, its provinces or territories and the jurisdiction in which the new Branch of Account is located, and "**taxes**" means and includes any tax, duty, assessment or other governmental charge imposed or levied in respect of the payments on the W&C Securities for or on behalf of a Relevant Jurisdiction or any authority therein or thereof having power to tax.

## 16. Adjustments for European Monetary Union

**16.01** The Issuer may, without the consent of the Holders, on giving notice to the Holders in accordance with Condition 11:

- (i) 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:

- (a) 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 Calculation Agent may decide 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;

- (b) 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 for or, as the case may be into, euro at the Established Rate; and
  - (c) such other changes shall be made to these Terms and Conditions as the Issuer may decide, in its sole and absolute discretion to conform them to conventions then applicable to instruments expressed in euro; and/or
- (ii) require that the Calculation Agent make such adjustments to the Weighting and/or (in the case of Warrants) the Exercise Price and/or any other terms of these Terms and Conditions and/or the applicable Issue 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 (in the case of Warrants) the Exercise Price and/or such other terms of these Terms and Conditions.

Notwithstanding the foregoing, neither the Issuer, any of its Affiliates or agents nor the Calculation Agent 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 these Conditions, 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 Community regulations) into euro established by the Council of the European Union pursuant to first sentence of Article 1091(4) 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 date on which the country of the Original Currency first participates in European Economic and Monetary Union; and

“**Treaty**” means the treaty on the Functioning of the European Union, as amended.

## **17. Contracts (Rights of Third Parties) Act 1999**

In the case of English Law W&C Securities (as defined below), the W&C Securities do not confer on any third party any rights under the *Contracts (Rights of Third Parties) Act 1999* (the “**Act**”) to enforce any term of the W&C Securities, but this does not affect any right or remedy of a third party which exists or is available apart from the Act.

## 17A. Prescription

**17A.01** In respect of W&C Securities governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, claims against the Issuer for payment or delivery in respect of the W&C Securities shall become void unless made within two years from the relevant due date for payment or delivery and no claims shall be made after such date.

**17A.02** In respect of W&C Securities governed by English law, claims against the Issuer for payment or delivery in respect of the W&C Securities shall become void unless made within five years from the relevant due date for payment or delivery and no claims shall be made after such date.

**17A.03** In relation to Finnish W&C Securities, the Issuer's obligation to pay any amounts in respect of the Finnish W&C Securities will cease if a claim for payment of such amount is not made within three years after the Relevant Date.

For the purposes of this Condition 17A.03, "**Relevant Date**" means the date on which such payment first becomes due, or such later date on which an interruption of the period of limitation (Fin. *vanhentumisen katkaiseminen*) is made in accordance with the Finnish Limitations Act (Fin. *laki velan vanhentumisesta (728/2003, as amended)*).

## 18. Law and Jurisdiction

**18.01** The Issue and Paying Agency Agreement and, unless otherwise specified in the applicable Issue Terms and subject to Condition 18.03, the W&C Securities and the Global W&C Securities and any non-contractual obligations arising out of or in connection therewith are governed by and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**18.02** In the case of W&C Securities other than Finnish W&C Securities, if specified in the applicable Issue Terms, the W&C Securities and the Global W&C Securities and any non-contractual obligations arising out of or in connection therewith shall be governed by, and shall be construed in accordance with, English law, except as provided in Conditions 2.02 and 18.04b (such W&C Securities and any Finnish W&C Securities governed by English law, "**English Law W&C Securities**").

**18.03** Unless otherwise specified in the applicable Issue Terms in respect of Finnish W&C Securities (in which case Condition 18.01 shall apply), the Finnish W&C Securities and any non-contractual obligations arising out of or in connection with them, shall be governed by, and construed in accordance with, English law, except as provided in Conditions 2.02 and 18.04b.

**18.04a** In the case of English Law W&C Securities, subject to Condition 2.02(ii), Condition 18.04b and Condition 18.04c below, the English courts have jurisdiction to settle any dispute arising out of or in connection with the W&C Securities, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the W&C Securities (a "**Dispute**") and accordingly each of the Issuer and any Holders of the W&C Securities in relation to any Dispute submits to the jurisdiction of the English courts.

**18.04b** Notwithstanding anything in these Conditions or the applicable Issue Terms, Condition 2.02 and the following sentence in respect of Bail-inable Securities shall be governed by, and shall be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. For the avoidance of doubt, by its acquisition of an interest in any Bail-inable Securities, each Holder or beneficial owner of any Bail-inable Securities is deemed to attorn to the jurisdiction of the courts in the Province of Ontario with respect to the CDIC Act and the laws of the Province of Ontario and the federal laws of Canada applicable therein in respect of the operation of the CDIC Act with respect to the Bail-inable Securities.

**18.04c** Subject to Condition 18.04(b), to the extent allowed by law, each of the Holders of the W&C Securities and the Issuer may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.

**18.04d** The Issuer irrevocably agrees that service of process in any such proceedings in England in relation to any Dispute shall be deemed completed on delivery to its London branch at Riverbank House, 2 Swan Lane, London EC4R 3BF, England (whether or not it is forwarded to and received by the Issuer). If for any reason such branch ceases to be able to act as such or no longer has an address in London, the Issuer irrevocably agrees to appoint another person as its agent for service of process in England in respect of any Dispute and shall immediately notify Holders of such appointment in accordance with Condition 11. Nothing shall affect the right to serve process in any other manner permitted by law.

## **19. Terms applicable to Exercisable Certificates and Warrants only**

Conditions 20, 21, 22, 23 and 24 apply to Exercisable Certificates and Warrants only.

## **20. Definitions (Exercisable Certificates and Warrants)**

For the purposes of the Exercisable Certificates and Warrants:

**“Exercise Business Day”** means a day that is a Business Day and, in the case of an Index Linked W&C Security or Equity Linked W&C Security, a Scheduled Trading Day; and

**“In-The-Money”** means

- (a) in the case of a Cash Settled W&C Security, the Cash Settlement Amount in respect of such W&C Security; or
- (b) in the case of a Physical Delivery W&C Security, the value of the Entitlement on the Actual Exercise Date for such W&C Security less (in the case of Warrants) the Exercise Price,

is in each case greater than zero.

## **21. Type (Exercisable Certificates and Warrants)**

The applicable Issue Terms will indicate whether the Exercisable Certificates or Warrants are American style W&C Securities (**“American Style W&C Securities”**), European Style W&C Securities (**“European Style W&C Securities”**), open-ended W&C Securities (**“Open-Ended W&C Securities”**) or, in the case of Exempt W&C Securities, such other type as may be specified in the applicable Pricing Supplement and whether automatic exercise (**“Automatic Exercise”**) applies to the Exercisable Certificates or Warrants and whether the Exercisable Certificates or Warrants may only be exercised in Units. If Automatic Exercise is specified in the applicable Issue Terms in respect of Cash Settled W&C Securities, the applicable Issue Terms will specify whether Delivery of Exercise Notice is applicable. If Units are specified in

the applicable Issue Terms, Exercisable Certificates or Warrants, as the case may be must be exercised in Units and any Exercise Notice which purports to exercise W&C Securities in breach of this provision shall be void and of no effect.

## **22. Exercise Rights (Exercisable Certificates and Warrants)**

### ***Exercise Period***

#### *American Style W&C Securities*

**22.01** American Style W&C Securities are exercisable on any Exercise Business Day during the Exercise Period.

**If Automatic Exercise is not specified in the applicable Issue Terms any such American Style W&C Security with respect to which no Exercise Notice (as defined below) has been delivered in the manner set out in Condition 23, at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the last Exercise Business Day of the Exercise Period (the “Expiration Date”), shall become void.**

If Automatic Exercise is specified in the applicable Issue Terms any such American Style W&C Security with respect to which no Exercise Notice has been delivered in the manner set out in Condition 23, at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Expiration Date and which is in the determination of the Calculation Agent “In-The-Money” will be exercised by the Calculation Agent on behalf of the relevant Holder on the Expiration Date and (i) in the case of Cash Settled W&C Securities, if Delivery of Exercise Notice is specified as applicable in the applicable Issue Terms, or (ii) in the case of Physical Delivery W&C Securities, the provisions of Condition 23.08 shall apply (such an exercise an “**Automatic Exercise**” and references to “**automatically exercised**” shall be construed accordingly).

The Exercise Business Day during the Exercise Period on which an Exercise Notice is delivered prior to 10.00 a.m., Brussels or Luxembourg time (as appropriate), to Euroclear or Clearstream, Luxembourg, as the case may be, and, a copy thereof is delivered to the Issuer and the Issuing and Paying Agent, in each case as provided in Condition 23, or, if Automatic Exercise is specified in the applicable Issue Terms and the W&C Securities are automatically exercised on the Expiration Date as provided above, the Expiration Date, is referred to herein as the “**Actual Exercise Date**”. If any such Exercise Notice is received by Euroclear or Clearstream, Luxembourg, as the case may be, or if a copy thereof is delivered to the Issuer and the Issuing and Paying Agent, in each case, after 10.00 a.m., Brussels or Luxembourg time (as appropriate), 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 W&C Securities in respect of which no Exercise Notice has been delivered in the manner set out in Condition 23 at or prior to 10.00 a.m. Brussels or Luxembourg time (as appropriate) on the Expiration Date shall (i) if Automatic Exercise is not specified in the applicable Issue Terms, become void or (ii) if Automatic Exercise is specified in the applicable Issue Terms, be automatically exercised on the Expiration Date as provided above.

The expressions “exercise”, “due exercise” and related expressions shall be construed to apply to any W&C Securities which are automatically exercised on the Expiration Date in accordance with this provision.

#### *European Style Exercisable Certificates and Warrants*

**22.02** This paragraph 22.02 applies only to Exercisable Certificates and Warrants:

European Style Exercisable Certificates and Warrants are only exercisable on the Exercise Date.

**If Automatic Exercise is not specified in the applicable Issue Terms, any European Style Exercisable Certificate or Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 23, at or prior to 10.00 a.m., Brussels or Luxembourg time (as appropriate) on the Exercise Date, shall become void.** If Automatic Exercise is specified in the applicable Issue Terms, any such European Style Exercisable Certificate or Warrant with respect to which no Exercise Notice has been delivered in the manner set out in Condition 23, at or prior to 10.00 a.m., Brussels or Luxembourg time, as the case may be, on the Exercise Date and which is in the determination of the Calculation Agent “In-The-Money”, will be exercised by the Calculation Agent on behalf of the relevant Holder on the Exercise Date and, (i) in the case of Cash Settled W&C Securities, if Delivery of Exercise Notice is specified as applicable in the applicable Issue Terms, or (ii) in the case of Exempt W&C Securities which are Physical Delivery W&C Securities, the provisions of Condition 23.08 shall apply (such an exercise an **"Automatic Exercise"** and references to **"automatically exercised"** shall be construed accordingly).

The expressions “exercise”, “due exercise” and related expressions shall be construed to apply to any Exercisable Certificates or Warrants which are Automatically Exercised on the Exercise Date in accordance with this provision.

If the W&C Securities are Finnish W&C Securities Automatic Exercise always applies and accordingly those W&C Securities which are “In-The-Money” will be automatically exercised on the Exercise Date all as provided above. Delivery of Exercise Notice will not apply to Finnish W&C Securities.

#### *Open-Ended W&C Securities*

**22.03** Open-Ended W&C Securities are exercisable on any Exercise Date. If any such Exercise Notice is received by the relevant Clearing System or if a copy thereof is delivered to the Issuer and the Issuing and Paying Agent, in each case, after 10.00 a.m., Brussels or Luxembourg time (as appropriate), on an Exercise Date, such Exercise Notice will be deemed to have been delivered on the next Exercise Date, which Exercise Date shall be deemed to be the Actual Exercise Date.

#### **Cash Settlement**

**22.04** In the case of Exercisable Certificates or Warrants which are Cash Settled W&C Securities, each such W&C Security or, if Units are specified in the applicable Issue Terms, each Unit, entitles its Holder, upon due exercise and subject to certification as to non-U.S. beneficial ownership, to receive from the Issuer on the Settlement Date the Cash Settlement Amount.

#### **Physical Settlement**

**22.05** If Exercisable Certificates or Warrants are Physical Delivery W&C Securities, each such W&C Security or, if Units are specified in the applicable Issue Terms, each Unit, as the case may be, entitles its Holder, upon due exercise and, subject to certification as to non-U.S. beneficial ownership, to receive from the Issuer on the Settlement Date the Entitlement subject to payment of the Exercise Price (in the case of Warrants) and any Expenses or sums payable. Delivery of the Entitlement shall be made at the risk of the relevant Holder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion

determine to be appropriate and notified to the person designated by the Holder in the relevant Exercise Notice or, in the case of an Exempt W&C Security, in such manner as is specified in the applicable Pricing Supplement.

Unless in the case of Exempt W&C Securities otherwise specified in the applicable Pricing Supplement, W&C Securities 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 W&C Securities 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. 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 (the “**Cash Adjustment**”) in the Settlement Currency calculated by the Calculation Agent in its sole and absolute discretion or, in the case of Exempt W&C Securities, otherwise in the manner specified in the applicable Pricing Supplement shall be paid to the Holder.

Following exercise of an Equity Linked W&C Security or ETF Linked W&C Security which is a Physical Delivery W&C Security, (i) none of the Issuer or the Calculation Agent shall be under any obligation to register or procure the registration of any Holder or any other person as the registered shareholder in the register of members of the Equity Issuer or ETF and (ii) all dividends on the relevant Equities or Fund Shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Equities or Fund Shares executed on the relevant Actual Exercise Date and to be delivered in the same manner as such relevant Equities or Fund 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 23.02(E).

After delivery of the Entitlement and for such period of time after the Settlement Date as any person other than the relevant Holder shall continue to be the legal owner of the securities or obligations comprising the Entitlement (the “**Intervening Period**”), none of the Issuer, the Calculation Agent nor any other person shall at any time (i) be under any obligation to deliver or procure delivery to any 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 or obligations, (ii) be under any obligation to exercise or procure exercise of any or all rights attaching to such securities or obligations or (iii) be under any liability to a 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 or obligations.

*All references in this Condition to “Brussels or Luxembourg time” shall, where W&C Securities are cleared through a clearing system other than Clearstream, Luxembourg or Euroclear be deemed to refer as appropriate to the time in the city where the relevant clearing system is located.*

### **Issuer Call Option**

**22.06** If Issuer Call Option is specified as applicable in the applicable Issue Terms, the Issuer may having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Issue Terms to the Holders in accordance with Condition 11 (which notice shall be irrevocable) elect that the Expiration Date (in the case of American Style W&C Securities) or the Exercise Date (in the case of European Style Certificates) in respect of all (but not some only) of the W&C Securities will be brought forward and such W&C Securities will be Automatically Exercised on the Call Option Date. If Call Option Cash Settlement is specified as applicable in the applicable Issue Terms,

notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Issue Terms (a) if the W&C Securities are not Cash Settled W&C Securities, the W&C Securities shall be deemed to be Cash Settled W&C Securities and (b) the Cash Settlement Amount shall be the Call Option Cash Settlement Amount specified in the applicable Issue Terms; and provided that in respect of Bail-inable Securities where settlement on such early exercise would lead to a breach of the Issuer's TLAC requirements, such early exercise will be subject to the prior approval of the Superintendent.

If the W&C Securities are Automatically Exercised on the Call Option Date, (i) the Expiration Date (in the case of American Style W&C Securities) or the Exercise Date (in the case of European Style W&C Securities) shall be the Call Option Date, (ii) the provisions of Conditions 23.06 shall apply and (iii) the expressions "exercise", "due exercise" and related expressions shall be construed to apply to any W&C Securities which are Automatically Exercised on the Call Option Date in accordance with this provision.

### ***Trigger Early Exercise***

**22.07** If Trigger Early Exercise is specified as applicable in the applicable Issue Terms and a Trigger Early Exercise Event occurs, the Expiration Date (in the case of American Style W&C Securities) or the Exercise Date (in the case of European Style W&C Securities) in respect of all (but not some only) of the W&C Securities will be brought forward and such W&C Securities will be Automatically Exercised on the Trigger Early Exercise Date. If Trigger Early Exercise Cash Settlement is specified as applicable in the applicable Issue Terms, notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Issue Terms (a) if the W&C Securities are not Cash Settled W&C Securities, the W&C Securities shall be deemed to be Cash Settled W&C Securities and (b) the Cash Settlement Amount shall be the Trigger Early Exercise Cash Settlement Amount specified in the applicable Issue Terms.

If the W&C Securities are Automatically Exercised on the Trigger Early Exercise Date, (i) the Expiration Date (in the case of American Style W&C Securities) or the Exercise Date (in the case of European Style W&C Securities) shall be the Trigger Early Exercise Date, (ii) the provisions of Conditions 23.06 shall apply and (iii) the expressions "exercise", "due exercise" and related expressions shall be construed to apply to any W&C Securities which are Automatically Exercised on the Trigger Early Exercise Date in accordance with this provision.

## **23. Exercise Procedure (Exercisable Certificates and Warrants)**

### ***Exercise Notices***

**23.01** Subject as provided in Condition 23.08, if Automatic Exercise is not specified in the applicable Issue Terms, Exercisable Certificates and Warrants may only be exercised by delivering in a manner acceptable to the relevant Clearing System, an exercise notice (an "**Exercise Notice**") to the relevant Clearing System, with a copy to the Issuer and the Issuing and Paying Agent in accordance with the provisions of Condition 22 and this Condition including the information set out below:

In the case of Cash Settled W&C Securities, the Exercise Notice shall:

- (A) specify the ISIN and series of the W&C Securities and the number of W&C Securities being exercised and, if Units are specified in the applicable Issue Terms, the number of Units being exercised;

- (B) specify the number of the Holder's account at the relevant Clearing System to be debited with the W&C Securities being exercised;
- (C) irrevocably instruct the relevant Clearing System to debit on or before the Settlement Date the Holder's account with the W&C Securities being exercised;
- (D) specify the number of the Holder's account at the relevant Clearing System to be credited with the Cash Settlement Amount (if any) for each W&C Security or Unit, as the case may be, being exercised;
- (E) include an undertaking to pay all Expenses and an authority to the relevant Clearing System 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 at Euroclear or Clearstream, Luxembourg, or any other Clearing System, as the case may be, in respect thereof and to pay such Expenses;
- (F) certify that the beneficial owner of each W&C Security being exercised is not a U.S. person, as defined as any person who is (i) an individual who is a citizen or resident of the United States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the CFTC's regulations by virtue of its participants being non-U.S. Persons; or (vii) a "U.S. person" as defined in Regulation S of the Securities Act of 1933, as amended; or (viii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act of 1936, as amended (the "**Commodity Exchange Act**"); or (ix) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; (x) 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**"), such W&C Securities were not held 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 its possessions or to, or for the account or benefit of, a U.S. Person in connection with such exercise and, where appropriate in the case of an Exempt W&C Security, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States of America as set out in the applicable Pricing Supplement; and

- (G) authorise the production of such certification in applicable administrative or legal proceedings.

**23.02** In the case of Physical Delivery W&C Securities, the Exercise Notice shall:

- (A) specify the ISIN and series of the W&C Securities and the number of W&C Securities being exercised and, if Units are specified in the applicable Issue Terms, the number of Units being exercised;
- (B) specify the number of the Holder's account at the relevant Clearing System to be debited with the W&C Securities being exercised;
- (C) irrevocably instruct the relevant Clearing System to debit on or before the Settlement Date the Holder's account with the W&C Securities being exercised;
- (D) in the case of Warrants, irrevocably instruct the relevant Clearing System, to debit on the Actual Exercise Date a specified account of the Holder with the relevant Clearing System, with the aggregate Exercise Prices in respect of such Warrants or Units, as the case may be, (together with any other amounts payable);
- (E) include an undertaking to pay all Expenses and an authority to the relevant Clearing System to debit a specified account of the Holder at the relevant Clearing System in respect thereof and to pay such Expenses;
- (F) specify the name and address of the relevant Holder and the person from whom the Issuer may obtain details for the delivery of the Entitlement or, in the case of Exempt W&C Securities, include such details as are required by the applicable Pricing Supplement 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 the number of the Holder's account with the relevant Clearing System 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 and the Issuer electing to pay the Disruption Cash Settlement Price or the occurrence of a Failure to Deliver due to Illiquidity and the Issuer electing to pay the Failure to Deliver Settlement Price;
- (G) in the case of Currency Linked W&C Securities only, specify the number of the Holder's account at the relevant Clearing System to be credited with the amount due upon exercise of the W&C Securities;
- (H) certify, *inter alia*, that the beneficial owner of each W&C Security being exercised is not a U.S. Person as defined in Condition 23.01, such W&C Securities were not held 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 its possessions or to, or for the account or benefit of, a U.S. Person in connection with such exercise and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the

securities, commodities and other laws of the United States of America as set out in the applicable Pricing Supplement; and

- (l) authorise the production of such certification in any applicable administrative or legal proceedings.

**23.03** If Condition 4.04 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 Euroclear, Clearstream, Luxembourg and the Issuing and Paying Agent.

***Irrevocable Election***

**23.04** Delivery of an Exercise Notice shall constitute an irrevocable election by the relevant Holder to exercise the W&C Securities specified. After the delivery of such Exercise Notice, such exercising Holder may not transfer such W&C Securities.

***Verification of the Holder***

**23.05** Upon receipt of an Exercise Notice, the relevant Clearing System shall verify that the person exercising the W&C Securities is the Holder thereof according to the books of the relevant Clearing System. Subject thereto, the relevant Clearing System will confirm to the Issuing and Paying Agent, the ISIN and series and the number of W&C Securities being exercised and the account details of the Holder, if applicable, for the payment of the Cash Settlement Amount or, as the case may be, the details for the delivery of the Entitlement in respect of each W&C Security or Unit, as the case may be, being exercised. Upon receipt of such confirmation, the Issuing and Paying Agent will inform the Issuer thereof. The relevant Clearing System will on or before the Settlement Date debit the account of the relevant Holder with the W&C Securities being exercised. If the W&C Securities are American Style W&C Securities or Open-Ended W&C Securities, upon exercise of less than all the W&C Securities constituted by a Global W&C Security, the Common Depositary will, on the instructions of, and on behalf of, the Issuing and Paying Agent, note such exercise on the Schedule to such Global W&C Security and the number of W&C Securities so constituted shall be reduced by the cancellation *pro tanto* of the W&C Securities so exercised.

**23.06 Settlement**

**(a) Cash Settled W&C Securities**

The Issuer, through the Issuing and Paying Agent or, in the case of Finnish W&C Securities, the Finnish Issuing and Paying Agent, shall on the Settlement Date pay or cause to be paid the Cash Settlement Amount (if any) for each duly exercised W&C Security or Unit, as the case may be, to (i) where the relevant Clearing System is Euroclear or Clearstream, Luxembourg, the common depositary for Euroclear and Clearstream, Luxembourg in whose name the Global W&C Security is registered or (ii) where the relevant Clearing System is Euroclear Finland, the account of each person registered as a Holder of such in the Finnish Securities Register on the fifth (5) Business Day prior to the Settlement Date or otherwise in accordance with the rules and procedures applied by Euroclear Finland from time to time or (iii) otherwise, the Holder's account with the relevant Clearing System specified in the relevant Exercise Notice (if applicable), in each case for value on the Settlement Date less any Expenses not already paid.

Payment will be made in accordance with the rules of the relevant Clearing System. The Issuer will be discharged by payment, in the case of (i) above, to the common depositary as aforesaid or, in the case of (ii) above to, or to the order of the relevant Clearing System, in either case in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System as the holder of a particular number of W&C Securities must look

solely to such Clearing System for his share of each such payment so made to the common depository or, as applicable, to, or to the order of such Clearing System.

Payments will, without prejudice to the provisions of Condition 12.03, be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, (ii) any withholding or deduction required pursuant to the FATCA Withholding Tax Rules and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.

**(b) Physical Delivery W&C Securities**

Subject to payment of the aggregate Exercise Prices (in the case of Warrants) and any Expenses with regard to the relevant W&C Securities or Units, as the case may be, the Issuer shall on the Settlement Date deliver, or procure the delivery of, the Entitlement for each duly exercised W&C Security or Unit, as the case may be, (subject to certification as to non-U.S. beneficial ownership) pursuant to the details specified in the Exercise Notice subject as provided in Condition 22.06. Delivery of the Entitlement shall be made at the risk of the relevant Holder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine to be appropriate and notified to the person designated by the Holder in the relevant Exercise Notice or, in the case of an Exempt W&C Security, in such manner as is specified in the applicable Pricing Supplement.

**23.07 Determinations**

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by the relevant Clearing System, in consultation with the Issuer and the Issuing and Paying Agent, and shall be conclusive and binding on the Issuer and the Issuing and Paying Agent 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 Issuing and Paying Agent and/or the Issuer immediately after being delivered or sent to the relevant Clearing System shall be null and void.

If such Exercise Notice is subsequently corrected to the satisfaction of the Clearing Systems in consultation with the Issuing and Paying Agent and the Issuer it shall be deemed to be a new Exercise Notice submitted at the time such correction was delivered to the relevant Clearing System with a copy to the Issuing and Paying Agent and the Issuer.

**If Automatic Exercise is not specified in the applicable Issue Terms, any W&C Securities (other than Open-Ended W&C Securities) 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 22.01, in the case of American Style W&C Securities, or Condition 22.02, in the case of European Style W&C Securities, shall become void.**

The relevant Clearing System shall use its best efforts promptly to notify the Holder submitting an Exercise Notice if, in consultation with the Issuing and Paying Agent and the Issuer, 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 Issuing and Paying Agent or the Clearing Systems 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.

**Automatic Exercise**

**23.08** This paragraph only applies to W&C Securities (i) (A) if Automatic Exercise is specified in the applicable Issue Terms and the W&C Securities are automatically exercised as provided in Condition 22.01 or Condition 22.02 or (B) if the W&C Securities are automatically exercised pursuant to Condition 22.07 and (ii) in the case of Cash Settled W&C

Securities, if Delivery of Exercise Notice is specified as applicable in the applicable Issue Terms.

Delivery of Exercise Notice shall not apply to Finnish W&C Securities.

In order to receive the Cash Settlement Amount, if the W&C Securities are Cash Settled W&C Securities, or the Entitlement, if the W&C Securities are Physical Delivery W&C Securities, in respect of a W&C Security, or if Units are specified in the applicable Issue Terms, a Unit, as the case may be, the relevant Holder must deliver in a form acceptable to the relevant Clearing System, an Exercise Notice to the relevant Clearing, with a copy to the Issuer and the Issuing and Paying Agent on any Business Day until not later than 10.00 a.m., Brussels or Luxembourg time (as appropriate), on the day (the "**Cut-Off Date**") falling 180 calendar days after (i) the Expiration Date, in the case of American Style W&C Securities, or (ii) the Actual Exercise Date, in the case of European Style W&C Securities. The Exercise Notice shall include the applicable information set out in the Exercise Notice referred to in Condition 23.01 or Condition 23.02, 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 Euroclear or Clearstream, Luxembourg, as the case may be, and a copy thereof delivered to the Issuer and the Issuing and Paying Agent is referred to in this Condition as the "**Exercise Notice Delivery Date**", provided that if the Exercise Notice is delivered to the relevant Clearing System and a copy thereof delivered to the Issuing and Paying Agent at or after 10:00 a.m., Brussels or, Luxembourg time (as appropriate) on a Business Day the Exercise Notice Delivery Date shall be deemed to be the next succeeding Business Day.

Subject to the relevant Holder performing its obligations in respect of the relevant W&C Security or Unit, as the case may be, in accordance with these Terms and Conditions, the Settlement Date for such W&C Securities or Units, as the case may be, shall be (i) in the case of Cash Settled W&C Securities, the fourth Business Day following the Exercise Notice Delivery Date and (ii) in the case of Physical Delivery W&C Securities and subject to Conditions 4.03 and 4.04, the fourth Settlement Business Day following the Exercise Notice Delivery Date. In the event that a Holder does not so deliver an Exercise Notice in accordance with this Condition prior to 10.00 a.m. Brussels or Luxembourg time (as appropriate) on the Cut-Off Date, the Issuer's obligations in respect of such W&C Securities and shall be discharged and no further liability in respect thereof shall attach to the Issuer.

#### ***Minimum and Maximum Number of W&C Securities Exercisable***

##### ***American Style W&C Securities and Open-Ended W&C Securities***

**23.09** This paragraph 23.09 applies only to American Style W&C Securities or Open-Ended W&C Securities:

- (A) The number of W&C Securities exercisable by any Holder on any Actual Exercise Date, as determined by the Issuer, must not be less than the Minimum Exercise Number specified in the applicable Issue Terms and, if specified in the applicable Issue Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Issue Terms. Any Exercise Notice which purports to exercise W&C Securities in breach of this provision shall be void and of no effect.
- (B) If the Issuer determines that the number of W&C Securities 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 W&C Securities, selected at the discretion of the Issuer, to be such day and the Actual Exercise Date for each additional Quota of such W&C Securities (and any remaining number thereof) to be each of the succeeding Exercise Business Days until all such W&C Securities have been attributed with an Actual Exercise Date, provided, however, that in the case of American Style W&C Securities the deemed Actual Exercise Date for any such W&C Securities which would thereby fall after the Expiration Date shall fall on the Expiration Date. In any case where more than the Quota of W&C Securities are exercised on the same day by Holder(s), the order of settlement in respect of such W&C Securities shall be at the sole discretion of the Issuer.

### **European Style W&C Securities**

**23.10** This paragraph 23.10 applies only to European Style W&C Securities:

*The number of W&C Securities exercisable by any Holder on any Exercise Date as determined by the Issuer must be equal to the Minimum Exercise Number specified in the applicable Issue Terms and, if specified in the applicable Issue Terms, if a number greater than the Minimum Exercise Number, must be an integral multiple of the number specified in the applicable Issue Terms. Any Exercise Notice which purports to exercise W&C Securities in breach of this provision shall be void and be of no effect.*

## **24. Additional Amounts**

### **Calculation of Additional Amounts**

**24.01** If so specified in the applicable Issue Terms, each W&C Security pays additional amounts from and including the Issue Date at the Additional Amount Rate payable in arrear on each Additional Amount Payment Date.

The additional amount payable in respect of each W&C Security on each Additional Amount Payment Date will amount to the Additional Amount for the Additional Amount Period ending on (but excluding) such Additional Amount Payment Date.

If an additional amount is required to be calculated for a period ending other than on (but excluding) an Additional Amount Payment Date, it will be calculated on the basis of the number of days from and including the most recent Additional Amount Payment Date (or, if none, the Issue Date) to but excluding the relevant payment date (the “**Calculation Period**”) and the Additional Amount Rate Day Count Fraction.

### **Accrual of Additional Amounts**

**24.02** Subject to Condition 5.03, each W&C Security will cease to accrue additional amounts from and including the Additional Amount Cut-Off Date or, if earlier, the date on which the W&C Security is cancelled (the “**Cancellation Date**”), if applicable, in accordance with these Terms and Conditions unless payment of the amount and/or, in the case of a Physical Delivery W&C Security, delivery of any Entitlement due on the Settlement Date or Cancellation Date, as the case may be, is improperly withheld or refused or unless default is otherwise made in respect of the payment or delivery in which case additional amount(s) shall accrue from the date such amount or delivery of such Entitlement was due until such amount or delivery of such Entitlement is paid or delivered, as the case may be.

For the avoidance of doubt, no additional amount on the W&C Security shall accrue beyond (a) the Exercise Date in the event that delivery of any Entitlement, in the case of an Exempt W&C Security which is a Physical Delivery W&C Security, is postponed due to the occurrence

of a Settlement Disruption Event or (b) the Additional Amount Cut-Off Date, notwithstanding that the Settlement Date may be postponed as provided in the applicable Issue Terms.

In the event that an Additional Amount Payment Date is postponed as provided in the applicable Issue Terms, no additional amount or other amount shall be payable on the W&C Securities in respect of such delay.

**Payment of Additional Amounts**

**24.03** Where the W&C Securities pay additional amounts as specified in the applicable Issue Terms, subject as provided below, the Issuer shall pay or cause to be paid the Additional Amount for each W&C Security in respect of each Additional Amount Period on the relevant Additional Amount Payment Date by credit or transfer to the Holder's account with the relevant Clearing System for value on the relevant Additional Amount Payment Date, such payment to be made in accordance with the rules of the relevant Clearing System.

The Issuer will be discharged by payment to, or to the order of, the relevant Clearing System in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System as the holder of a particular amount of the W&C Security must look solely to such Clearing System for his share of each such payment so made to, or to the order of, the relevant Clearing System.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, (ii) any withholding or deduction required pursuant to FATCA Withholding Tax Rules and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.

**Definitions**

**"Additional Amount"** means, in respect of each W&C Security and each Additional Amount Period, an amount calculated by the Calculation Agent as follows:

$$\text{Notional Amount per W\&C Security} \times \text{Additional Amount Rate} \times \text{Additional Amount Rate Day Count Fraction.}$$

**"Additional Amount Rate Day Count Fraction"** means, in respect of the calculation of an additional amount and a period:

**24.04 (a)** if **"30/360 (Floating)"** or **"360/360"** or **"Bond Basis"** is specified in the applicable Issue Terms, the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

$$\begin{aligned} &\text{Additional Amount Rate Day Count Fraction} \\ &= \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360} \end{aligned}$$

where:

"Y<sub>1</sub>" is the year, expressed as a number, in which the first day of the Additional Amount Period falls;

"Y<sub>2</sub>" is the year, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

"M<sub>1</sub>" is the calendar month, expressed as a number, in which the first day of the Additional Amount Period falls;

"M<sub>2</sub>" is the calendar month, expressed as a number, in which the day immediately following the last day of the Additional Amount Period falls;

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

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

- (b) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Issue Terms, the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (c) “**30E/360 (ISDA)**” is specified in the applicable Issue Terms, the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

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

where:

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

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

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

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

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

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

- (d) if “**Actual/360**” is specified in the applicable Issue Terms, the actual number of days in the Additional Amount Period divided by 360;
- (e) if “**Actual/Actual (ISDA)**” is specified in the applicable Issue Terms, the actual number of days in the Additional Amount Period divided by 365 (or, if any portion of that Additional Amount Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Additional Amount Period falling in a leap year divided by 366; and (b) the actual number of days in that portion of the Additional Amount Period falling in a non-leap year divided by 365);
- (f) if “**Actual/365 (Fixed)**” is specified in the applicable Issue Terms, the actual number of days in the Additional Amount Period divided by 365; and
- (g) if “**Actual/365 (Sterling)**” is specified in the applicable Issue Terms, the actual number of days in the Additional Amount Period divided by 365 or, in the case of an Additional Amount Payment Date falling in a leap year, 366.

“**Additional Amount Period**” means the period commencing on (and including) the Issue Date to (but excluding) the first Additional Amount Accrual Date (or if earlier the Additional Amount Cut-Off Date) and each period commencing on (and including) an Additional Amount Accrual Date to (but excluding) the next following Additional Amount Accrual Date (or if earlier the Additional Amount Cut-Off Date) or the Calculation Period, as the case may be.

#### ***Interest Act (Canada) Disclosure***

**24.05** For the purposes of disclosure pursuant to the *Interest Act* (Canada) and not for any other purpose, where in any W&C Security (i) an additional amount rate is to be calculated on the basis of a year of 360 days, the yearly additional amount rate to which the 360 day rate is equivalent is such rate multiplied by the number of days in the year for which such calculation is made and divided by 360, or (ii) an additional amount rate is to be calculated during a leap year, the yearly additional amount rate to which such rate is equivalent is such rate multiplied by 366 and divided by 365.

The Issuer confirms that it fully understands and is able to calculate the effective annual additional amount rate applicable to each W&C Security based on the methodology for calculating per annum rates provided for in the paragraph above if applicable. The Issuer hereby irrevocably agrees not to plead or assert, whether by way of defence or otherwise, in any proceeding relating to each W&C Security, that the additional amount payable under each W&C Security and the calculation thereof has not been adequately disclosed to the Issuer pursuant to Section 4 of the *Interest Act* (Canada).

#### **25. Terms applicable to Redeemable Certificates only**

Conditions 26, 27 and 28 inclusive apply to Redeemable Certificates only.

## 26. Redemption (Redeemable Certificates)

**26.01** Redeemable Certificates shall be redeemed on the Redemption Date. If the Redeemable Certificates are Cash Settled W&C Securities, each such Redeemable Certificate entitles its Holder to receive from the Issuer on the Redemption Date the Cash Settlement Amount. If the Redeemable Certificates are Physical Delivery W&C Securities, each such Redeemable Certificate entitles its Holder, subject to certification as to non-U.S. beneficial ownership and to the provisions of Condition 27.01, to receive from the Issuer on the Redemption Date the Entitlement subject to payment of any Expenses. Delivery of the Entitlement shall be made at the risk of the relevant Holder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine to be appropriate and notified to the person designated by the Holder in the relevant Collection Notice or, in the case of an Exempt W&C Security, in such manner as is specified in the applicable Pricing Supplement.

If (i) the date for payment of any amount in respect of the Redeemable Certificates is not a Business Day, the Holder 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 the Entitlement in respect of the Redeemable Certificates is not a Settlement Business Day, the Holder shall not be entitled to delivery of the Entitlement until the next following Settlement Business Day.

Unless in the case of Exempt W&C Securities otherwise specified in the applicable Pricing Supplement, Redeemable Certificates of the same Holder redeemed and in respect of which a Collection Notice (as defined below) has been duly given as provided in Condition 27.01, will be aggregated for the purpose of determining the aggregate Entitlements in respect of such Redeemable Certificates, provided that the aggregate Entitlements 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 (the “**Cash Adjustment**”) calculated by the Calculation Agent in its sole and absolute discretion or, in the case of Exempt W&C Securities, otherwise in the manner specified in the applicable Pricing Supplement shall be paid to the Holder.

Following redemption of an Equity Linked W&C Security or ETF Linked W&C Security which is a Physical Delivery W&C Security, (i) none of the Issuer or the Calculation Agent shall be under any obligation to register or procure the registration of any Holder or any other person as the registered shareholder in the register of members or shareholders of the Equity Issuer or ETF and (ii) all dividends on the relevant Equities or Fund Shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the Equities or Fund Shares executed on the Redemption Date and to be delivered in the same manner as such relevant Equities or Fund Shares. Any such dividends to be paid to a Holder will be paid to the account specified by the Holder in the relevant Collection Notice as referred to in Condition 27.01(E).

After delivery of the Entitlement and for such period of time after the Redemption Date as any person other than the relevant Holder shall continue to be the legal owner of the securities or obligations comprising the Entitlement (the “**Intervening Period**”), none of the Issuer, the Calculation Agent nor any other person shall at any time (i) be under any obligation to deliver or procure delivery to any 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 or obligations, (ii) be under any obligation to exercise or procure exercise of any or

all rights attaching to such securities or obligations or (iii) be under any liability to a 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 or obligations.

### ***Issuer Call Option***

**26.02** If Issuer Call Option is specified as applicable in the applicable Issue Terms the Issuer may, having given not less than the minimum period and not more than the maximum period of notice specified in the applicable Issue Terms to the Holders in accordance with Condition 11 (which notice shall be irrevocable) elect that the Redemption Date for all (but not some only) of the Redeemable Certificates be brought forward to the Call Option Date. If Call Option Cash Settlement is specified as applying in the applicable Issue Terms, notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Issue Terms (a) if the Redeemable Certificates are not Cash Settled W&C Securities, the Redeemable Certificates shall be deemed to be Cash Settled W&C Securities and (b) the Cash Settlement Amount shall be the Call Option Cash Settlement Amount specified in the applicable Issue Terms; and provided that in respect of Bail-inable Securities where the redemption would lead to a breach of the Issuer's TLAC requirements, such redemption will be subject to the prior approval of the Superintendent.

### ***Trigger Early Redemption***

**26.03** If Trigger Early Redemption is specified as applicable in the applicable Issue Terms and a Trigger Early Redemption Event occurs, the Redemption Date for all (but not some only) of the Redeemable Certificates will be brought forward to the Trigger Early Redemption Date. If Trigger Early Redemption Cash Settlement is specified as applicable in the applicable Issue Terms, notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Issue Terms (a) if the Redeemable Certificates are not Cash Settled W&C Securities, the Redeemable Certificates shall be deemed to be Cash Settled W&C Securities and (b) the Cash Settlement Amount shall be the Trigger Early Redemption Cash Settlement Amount specified in the applicable Issue Terms.

### ***Holder Put Option***

**26.04** If Holder Put Option is specified as applicable in the applicable Issue Terms, a Holder may, by giving not less than the minimum period and not more than the maximum period of notice as set out below elect to bring forward the Redemption Date for his Redeemable Certificates to the Put Option Date set out in the relevant Put Notice (as defined below). If Put Option Cash Settlement is specified as applying in the applicable Issue Terms, notwithstanding any provision to the contrary in the Terms and Conditions and/or the applicable Issue Terms (a) if the Redeemable Certificates are not Cash Settled W&C Securities, the Redeemable Certificates shall be deemed to be Cash Settled W&C Securities and (b) the Cash Settlement Amount for the relevant Redeemable Certificates shall be the Put Option Cash Settlement Amount specified in the applicable Issue Terms. Holder Put Option may not be specified as applicable in the applicable Issue Terms for Bail-inable Securities and accordingly this Condition 26.04 cannot apply to W&C Securities which are Bail-inable Securities.

In order to exercise the right to bring forward the Redemption Date of a Redeemable Certificate the Holder must deliver in a form acceptable to the relevant Clearing System, a duly completed notice of exercise (a "**Put Notice**") in the form set out in the Issue and Paying Agency Agreement to the relevant Clearing System, with a copy to the Issuer and the Issuing

and Paying Agent. Copies of the Put Notice are available at the specified offices of the Paying Agents. Once delivered a Put Notice shall be irrevocable and the Redeemable Certificates the subject of such notice may not be transferred.

### ***Restrictions on Redemption of Bail-inable Securities***

**26.05** Any notice of redemption given by the Issuer under this Condition 26 shall be irrevocable, except that in the case of Bail-inable Securities, an order under subsection 39.13(1) of the CDIC Act, prior to the date fixed for redemption, shall automatically rescind such notice of redemption and, in such circumstances, such Bail-inable Securities shall not be so redeemed and no payment in respect of the rescinded redemption shall be due and payable. For the avoidance of doubt, notwithstanding anything in these Conditions, (i) early redemption of any Bail-inable Securities (other than pursuant to Condition 5.04) where the early redemption would lead to a breach of the Issuer's TLAC requirements, will be subject to the prior approval of the Superintendent; and (ii) Condition 26.04 will not apply to Bail-inable Securities.

## **27. Collection Notices and Settlement (Redeemable Certificates)**

### ***Collection Notices***

**27.01** In order to receive the Entitlement in respect of a Redeemable Certificate, the relevant Holder must provide in a form acceptable to the relevant Clearing System, a collection notice (a "**Collection Notice**") to the relevant Clearing System with a copy to the Issuer and the Issuing and Paying Agent, not later than 10.00 am Brussels or Luxembourg time (as appropriate) on the date falling two Business Days prior to the Redemption Date (the "**Cut-Off Date**").

The Collection Notice shall:

- (A) specify the ISIN and series of the Redeemable Certificates and the number of Redeemable Certificates the subject of such Collection Notice;
- (B) specify the number of the Holder's account at the relevant Clearing System to be debited with the Redeemable Certificates the subject of such Collection Notice;
- (C) irrevocably instruct the relevant Clearing System to debit on or before the Redemption Date the Holder's account with the Redeemable Certificates the subject of such Collection Notice;
- (D) include an undertaking to pay all Expenses and an authority to the relevant Clearing System to debit a specified account of the Holder at the relevant Clearing System in respect thereof and to pay such Expenses;
- (E) specify the name and address of the relevant Holder and the person from whom the Issuer may obtain details for the delivery of the Entitlement or, in the case of Exempt W&C Securities, include such details as are required by the applicable Pricing Supplement 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 the number of the Holder's account with the relevant Clearing System 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 Settlement Price, as applicable, or in respect of any Partial Cash Settlement Amount;

- (F) in the case of Currency Linked W&C Securities only, specify the number of the Holder's account at the relevant Clearing System to be credited with the amount due upon exercise of the Redeemable Certificates;
- (G) certify, *inter alia*, that the beneficial owner of each Redeemable Certificate which is the subject of such Collection Notice is not a U.S. Person, as defined in Condition 23.01, the Redeemable Certificate was not held 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 its possessions or to, or for the account or benefit of, a U.S. Person in connection with such exercise and, where appropriate, undertake to provide such various forms of certification in respect of selling restrictions under the securities, commodities and other laws of the United States of America as set out in the applicable Pricing Supplement; and
- (H) authorise the production of such certification in any applicable administrative or legal proceedings.

**27.02** If Condition 4.04 applies, the form of Collection Notice required to be delivered will be different from that set out above. Copies of such Collection Notice may be obtained from Euroclear or Clearstream, Luxembourg.

***Late Delivery and Non-delivery of Collection Notice***

**27.03** If a Holder so delivers a duly completed Collection Notice after the Cut-Off Date, the Entitlement shall be delivered as soon as practicable after the Redemption Date, provided that if a Holder does not so deliver a duly completed Collection Notice in accordance with this Condition 27.03 prior to the close of business in the place of receipt on the 180<sup>th</sup> calendar day following the Cut-Off Date, the Issuer's obligations in respect of such Redeemable Certificates shall be discharged and no further liability in respect thereof shall attach to the Issuer. 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 such Redemption Date falling after the originally designated Redemption Date and no liability in respect hereof shall attach to the Issuer.

After the delivery of a Collection Notice, the relevant Holder may not transfer the Redeemable Certificates to which the Collection Notice relates.

***Verification of the Holder***

**27.04** Upon receipt of a Collection Notice, the relevant Clearing System shall verify that the person submitting the Collection Notice is the Holder of the relevant Redeemable Certificates according to the books of the relevant Clearing System. Subject thereto, the relevant Clearing System will confirm to the Issuing and Paying Agent, the ISIN and series and the number of Redeemable Certificates being exercised, the relevant account details of the Holder (if applicable) and the details for the delivery of the Entitlement in respect of each Redeemable Certificate the subject of the relevant Collection Notice. Upon receipt of such confirmation, the Issuing and Paying Agent will inform the Issuer thereof. The relevant Clearing System will on or before the Redemption Date debit the account of the relevant Holder with the Redeemable Certificates the subject of the relevant Collection Notice.

## **Redemption**

### *Cash Settled Redeemable Certificates*

**27.05** Subject as provided below, the Issuer shall pay or cause to be paid the Cash Settlement Amount (if any) for each Redeemable Certificate by credit or transfer to (i) the Holder's account with the relevant Clearing System or (ii) where the relevant Clearing System is Euroclear Finland, the account of each person registered as a Holder of such in the Finnish Securities Register on the fifth (5) Business Day prior to the Redemption Date or otherwise in accordance with the rules and procedures applied by Euroclear Finland from time to time, in either case for value on the Redemption Date less any Expenses, such payment to be made in accordance with the rules of the relevant Clearing System. The Issuer will be discharged by payment to, or to the order of the relevant Clearing System in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System as the holder of a particular number of the Redeemable Certificates must look solely to such Clearing System for his share of each such payment so made to, or to the order of such Clearing System.

Payments will, without prejudice to the provisions of Condition 12.03, be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, (ii) any withholding or deduction required pursuant to the FATCA Withholding Tax Rules and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.

The Cash Settlement Amount is payable as consideration for the use of the Issue Price of the Redeemable Certificates and as compensation in recognition that the Cash Settlement Amount might otherwise have been less than the Issue Price.

### *Physical Delivery W&C Securities*

**27.06** Subject to payment of any Expenses with regard to the relevant Redeemable Certificates, the Issuer shall deliver, or procure the delivery of, the Entitlement for each Redeemable Certificate in respect of which a valid Collection Notice has been delivered as provided in Condition 27.01 pursuant to the details specified in the Collection Notice subject as provided in Condition 4.

Delivery of the Entitlement shall be made at the risk of the relevant Holder in such commercially reasonable manner as the Calculation Agent shall in its sole discretion determine to be appropriate and notified to the person designated by the Holder in the relevant Collection Notice or, in the case of an Exempt W&C Security, in such manner as is specified in the applicable Pricing Supplement.

## **Determinations**

**27.07** Any determination as to whether a Collection Notice is duly completed and in proper form shall be made by the relevant Clearing System in consultation with the Issuing and Paying Agent, and shall be conclusive and binding on the Issuer, the Issuing and Paying Agent and the relevant Holder. Subject as set out below, any Collection Notice so determined to be incomplete or not in proper form, or which is not copied to the Issuing and Paying Agent and the Issuer immediately after being delivered or sent to Euroclear or Clearstream, Luxembourg, the Issuing and Paying Agent or the Issuer, as applicable, shall be null and void.

If such Collection Notice is subsequently corrected to the satisfaction of the relevant Clearing System in consultation with the Issuing and Paying Agent, it shall be deemed to be a new Collection Notice submitted at the time such correction was delivered to the relevant Clearing System and copied to the Issuing and Paying Agent and the Issuer.

The Clearing System, in consultation with the Issuing and Paying Agent, shall use its best efforts promptly to notify the Holder submitting a Collection Notice if it has determined that such Collection Notice is incomplete or not in proper form. In the absence of negligence or wilful misconduct on its part, none of the Issuer, the Issuing and Paying Agent or the Clearing System 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.

## **28. Additional Amounts**

### ***Calculation of Additional Amounts***

**28.01** If so specified in the applicable Issue Terms, each Redeemable Certificate pays additional amounts from and including the Issue Date at the Additional Amount Rate payable in arrear on each Additional Amount Payment Date.

The additional amount payable in respect of each Redeemable Certificate on each Additional Amount Payment Date will amount to the Additional Amount for the Additional Amount Period ending on (but excluding) such Additional Amount Payment Date.

If an additional amount is required to be calculated for a period ending other than on (but excluding) an Additional Amount Payment Date, it will be calculated on the basis of the number of days from and including the most recent Additional Amount Payment Date (or, if none, the Issue Date) to but excluding the relevant payment date (the “**Calculation Period**”) and the Additional Amount Rate Day Count Fraction.

### ***Accrual of Additional Amount***

**28.02** Subject to Condition 5.03, each Redeemable Certificate will cease to accrue additional amount from and including the Additional Amount Cut-Off Date or, if earlier, the date on which the Redeemable Certificates are redeemed (the “**Cancellation Date**”), if applicable, in accordance with these Terms and Conditions unless payment of the amount and/or, in the case of Physical Delivery W&C Securities, delivery of any Entitlement due on the Redemption Date or Cancellation Date, as the case may be, is improperly withheld or refused or unless default is otherwise made in respect of the payment or delivery in which case additional amount(s) shall accrue from the date such amount or delivery of such Entitlement was due until such amount or delivery of such Entitlement is paid or delivered, as the case may be.

For the avoidance of doubt, no additional amount on the Redeemable Certificates shall accrue beyond (a) the Redemption Date in the event that delivery of any Entitlement is postponed due to the occurrence of a Settlement Disruption Event or (b) the Additional Amount Cut-Off Date, notwithstanding that the Redemption Date may be postponed as provided in the applicable Issue Terms.

In the event that an Additional Amount Payment Date is postponed as provided in the applicable Issue Terms, no additional amount or other amount shall be payable on the Redeemable Certificates in respect of such delay.

### ***Payment of Additional Amounts***

**28.03** Where the Redeemable Certificates pay additional amounts, subject as provided below, the Issuer shall pay or cause to be paid the Additional Amount for each Redeemable Certificate in respect of each Additional Amount Period on the relevant Additional Amount Payment Date by credit or transfer to the Holder’s account with the relevant Clearing System

for value on the relevant Additional Amount Payment Date, such payment to be made in accordance with the rules of the relevant Clearing System.

The Issuer will be discharged by payment to, or to the order of the relevant Clearing System in respect of the amount so paid. Each of the persons shown in the records of the relevant Clearing System as the holder of a particular amount of the Redeemable Certificates must look solely to the relevant Clearing System for his share of each such payment so made to, or to the order of, the relevant Clearing System.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, (ii) any withholding or deduction required pursuant to the FATCA Withholding Tax Rules and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code.

Where the Redeemable Certificates pay an Additional Amount, the Additional Amount is payable as consideration for the use of the Issue Price in respect of a Redeemable Certificate and as compensation for and in recognition that the Additional Amount on any or all of the Additional Amount Payment Dates may be equal to zero or less than a commercial rate of return on the Redeemable Certificates and/or that the Cash Settlement Amount and/or value of the Entitlement, as the case may be, may be less than the Issue Price. For the avoidance of doubt, in the event that the Additional Amount for an Additional Amount Payment Date is zero, no amount shall be payable by the Issuer in respect of such Additional Amount Payment Date.

#### **Definitions**

**“Additional Amount”** means, in respect of each Redeemable Certificate and each Additional Amount Period, an amount calculated by the Calculation Agent as follows:

$$\text{Notional Amount per Redeemable Certificate} \times \text{Additional Amount Rate} \times \text{Additional Amount Rate Day Count Fraction.}$$

**“Additional Amount Rate Day Count Fraction”** means, in respect of the calculation of an additional amount and a period:

- 28.04 (a)** if **“30/360 (Floating)”** or **“360/360”** or **“Bond Basis”** is specified in the applicable Issue Terms, the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

$$\begin{aligned} &\text{Additional Amount Rate Day Count Fraction} \\ &= \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360} \end{aligned}$$

where:

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

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

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

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

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

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

- (b) if “**30E/360**” or “**Eurobond Basis**” is specified in the applicable Issue Terms, the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

$$\begin{aligned} &\text{Additional Amount Rate Day Count Fraction} \\ &= \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360} \end{aligned}$$

where:

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

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

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

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

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

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

- (c) if “**30E/360 (ISDA)**” is specified in the applicable Issue Terms, the number of days in the Additional Amount Period divided by 360, calculated on a formula basis as follows:

$$\begin{aligned} &\text{Additional Amount Rate Day Count Fraction} \\ &= \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360} \end{aligned}$$

where:

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

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

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

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

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

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

- (d) if “**Actual/360**” is specified in the applicable Issue Terms, the actual number of days in the Additional Amount Period divided by 360;
- (e) if “**Actual/Actual (ISDA)**” is specified in the applicable Issue Terms, the actual number of days in the Additional Amount Period divided by 365 (or, if any portion of that Additional Amount Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Additional Amount Period falling in a leap year divided by 366; and (b) the actual number of days in that portion of the Additional Amount Period falling in a non-leap year divided by 365);
- (f) if “**Actual/365 (Fixed)**” is specified in the applicable Issue Terms, the actual number of days in the Additional Amount Period divided by 365; and
- (g) If “**Actual/365 (Sterling)**” is specified in the applicable Issue Terms, the actual number of days in the Additional Amount Period divided by 365 or, in the case of an Additional Amount Payment Date falling in a leap year, 366.

“**Additional Amount Period**” means the period commencing on (and including) the Issue Date to (but excluding) the first Additional Amount Accrual Date (or if earlier the Additional Amount Cut-Off Date) and each period commencing on (and including) an Additional Amount Accrual Date to (but excluding) the next following Additional Amount Accrual Date (or if earlier the Additional Amount Cut-Off Date) or the Calculation Period, as the case may be.

## **29. Credit Linked W&C Securities**

*This Condition applies to Exempt W&C Securities only.*

Provisions relating to the redemption of Credit Linked W&C Securities will be set out in the applicable Pricing Supplement.

## **30. Index Linked W&C Securities**

**30.01** If the W&C Securities are specified as Index Linked W&C Securities in the applicable Issue Terms, then the provisions of this Condition 30 apply.

***Adjustments to an Index and Additional Disruption Events***

*Successor Index Sponsor Calculates and Reports an Index*

**30.02** 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.

*Modification and Cessation of Calculation of an Index*

**30.03** If (x) on or prior to a Valuation Date, an Observation Date or an Averaging Date (or, in the case of Exempt W&C Securities, such other date as specified in the applicable Pricing Supplement), the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts and other routine events) (an “**Index Modification**”) or permanently cancels the Index and no Successor Index exists (an “**Index Cancellation**”), or (y) on a Valuation Date, an Observation Date or an Averaging Date (or, in the case of Exempt W&C Securities, such other date as specified in the applicable Pricing Supplement), 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 the Issuer in its sole and absolute discretion may:

- (A) require the Calculation Agent in its sole and absolute discretion to determine if such Index Adjustment Event has a material effect on the W&C Securities and, if so, to calculate the Reference Level using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Valuation Date, Observation Date or Averaging Date or, in the case of Exempt W&C Securities, such other date as specified in the applicable Pricing Supplement, 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) on giving notice to the Holders in accordance with Condition 11, cancel the W&C Securities. If the W&C Securities are so cancelled, the Issuer will pay an amount to each Holder in respect of each W&C Security or Unit, as the case may be, held by it which amount shall be the fair market value of a W&C Security or a Unit, as the case may be, taking into account the Index Adjustment Event, together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such

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 11.

**30.04** Upon the occurrence of an Index Adjustment Event, the Issuer shall give notice as soon as practicable to Holders in accordance with Condition 11 stating the occurrence of an Index Adjustment Event, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action. The Issuer will make available for inspection by Holders copies of any such determinations.

**30.05** If Additional Disruption Events are specified as applicable in the applicable Issue Terms, then if an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may:

- (A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of the terms of these Terms and Conditions and/or the applicable Issue Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (B) give notice to the Holders in accordance with Condition 11 and cancel all, but not some only, of the W&C Securities, and pay any amount to each Holder in respect of each W&C Security or Unit, as the case may be, held by it which amount shall be the fair market value of a W&C Security or a Unit, as the case may be, taking into account the Additional Disruption Event, together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), all as determined by the Calculation Agent in its sole and absolute discretion, payment being made in such manner as shall be notified to the Holders in accordance with Condition 11; or
- (C) if the applicable Issue Terms provide that “**Index Substitution**” is applicable, then on or after the Additional Disruption Event the Calculation Agent may select one or more indices (each a “**Substitute Index**”) in accordance with the Index Substitution Criteria to substitute in place of the Indices (each an “**Affected Index**”) which are affected by such Additional Disruption Event and each Substitute Index will be deemed to be an “Index” for the purposes of the W&C Securities, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate.

**30.06** Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 11 stating the occurrence of the Additional Disruption Event, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect

the validity of such action. The Issuer shall make available for inspection by Holders copies of any such determinations.

Correction to an Index

**30.07** In the event that any price or level published by the relevant Index Sponsor or Successor Index Sponsor which is utilised for any calculation or determination made for the purposes of the W&C Securities is subsequently corrected, the Calculation Agent will in its sole and absolute discretion adjust the terms of the W&C Securities to account for such correction, provided that such correction is published and made available to the public by the Index Sponsor or Successor Index Sponsor during a period following original publication equal in duration to the period in which a trade in futures or options contracts relating to the Index on the relevant Related Exchange would customarily settle according to the rules of such Related Exchange, or if there are multiple Related Exchanges in respect of the Index, the longest such period, and further provided, that such publication of such correction is made sufficiently (in the sole and absolute discretion of the Calculation Agent) in advance of the Redemption Date, Settlement Date or the relevant Additional Amount Payment Date to make such adjustment prior to the Redemption Date, Settlement Date or the relevant Additional Amount Payment Date, as the case may be.

**30.08 Definitions applicable to Index Linked W&C Securities**

**“Additional Disruption Event”** means Change in Law, Hedging Disruption, Increased Cost of Hedging, or, in the case of an Exempt W&C Security, any other Additional Disruption Event, in each case if specified in the applicable Issue Terms.

**“Averaging Date”** means each date specified as an Averaging Date in the applicable Issue Terms provided that, if such date is not a Scheduled Trading Day, the Averaging Date shall be the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If any Averaging Date is a Disrupted Day, then:

- (i) if ‘Omission’ is specified in the applicable Issue Terms, such Averaging Date will be deemed not to be a relevant Averaging Date for the purposes of determining the relevant Reference Level. If through the operation of this provision no Averaging Date would occur, then for the purposes of determining the Reference Level on the final Averaging Date, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day;
- (ii) if ‘Postponement’ is specified in the applicable Issue Terms, then for the purposes of determining the Reference Level, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date for the Index Linked W&C Securities; or
- (iii) if ‘Modified Postponement’ is specified in the applicable Issue Terms, then:
  - (A) where the W&C Securities relate to a single Index, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the Reference Level for that Averaging Date in accordance with sub paragraph (i)(B) of the definition of “Valuation Date” below; or

- (B) where the W&C Securities relate to a Basket of Indices, the Averaging Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and the Averaging Date for each Index affected by the occurrence of a Disrupted Day (each an “**Affected Index**”) shall be the first succeeding Valid Date in relation to such Affected Index. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of the Affected Index and (ii) the Calculation Agent shall determine the Reference Level of the Affected Index for that Averaging Date in accordance with sub paragraph (ii)(B) of the definition of “Valuation Date” below; and
- (C) “**Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the relevant Valuation Date does not or is not deemed to occur.

“**Basket of Indices**” means a basket comprising two or more indices specified in the applicable Issue Terms in the relevant Weightings specified in the applicable Issue Terms.

“**Change in Law**” means that, on or after the Trade Date (as specified in the applicable Issue Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (X) it has become illegal to hold, acquire or dispose of any relevant security comprised in an Index or (Y) the Issuer will incur a materially increased cost in performing its obligations in relation to the W&C Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any Hedging Entity).

“**Closing Level**” means the official closing level of the Index as published by the relevant Index Sponsor.

“**Disrupted Day**” means (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, 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; or (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (a) the

Index Sponsor fails to publish the level of the Index, (b) any Related Exchange fails to open for trading during its regular trading session or (c) a Market Disruption Event has occurred.

**“Exchange”** means, (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, each exchange or quotation system specified as such for such Index in the applicable Issue 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); or (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, in relation to each component security included in that Index (each a **“Component Security”**), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.

**“Exchange Business Day”** means, (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such relevant Exchange or Related Exchange closing prior to its Scheduled Closing Time; or (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor publishes the level of the Index and (ii) each Related Exchange is open for trading during its regular trading session, notwithstanding any such Related Exchange closing prior to its Scheduled Closing Time.

**“Hedging Disruption”** means that the Hedging Entity is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Index or other price 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).

**“Increased Cost of Hedging”** means that the Hedging Entity 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 price risk of the relevant securities or other 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), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or the Hedging Entity shall not be deemed an Increased Cost of Hedging.

**“Index”** and **“Indices”** mean, subject to adjustment in accordance with Condition 30.02, the index or indices specified in the applicable Issue Terms and related expressions shall be construed accordingly.

**“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 Issue Terms.

**“Index Substitution Criteria”** means that the main characteristics of the Substitute Index are equivalent to the Affected Index which characteristics may include, without limitation, its strategy, its currency, the periodicity of its computation and publication, its level, the category(ies) and listing or quotation on and exchange or quotation system of its underlying assets, the geographical and economic sectors reflected and its management procedures (dates of rebalancing), all as determined by the Calculation Agent in its sole and absolute discretion or, in the case of Exempt Notes, such other criteria as specified in the applicable Pricing Supplement.

**“Initial Level”** means, in respect of an Index, the level specified as such in the applicable Issue Terms.

**“Intraday Level”** means the level of an Index observed by the Calculation Agent at any time during the regular trading session hours of the relevant Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

**“Least Performer”** means, with respect to an Exchange Business Day during the Observation Period, the Index in respect of which the following formula yields, in the determination of the Calculation Agent, the smallest positive number if the results of the formula below are positive for all indices comprised in the basket or, if not, the largest negative number, on such Exchange Business Day:

(Reference Level of the Index on the Exchange Business Day minus the Initial Level with respect to such Index) divided by the Initial Level with respect to such Index,

provided that if the above formula yields the same number with respect to two or more Indices the Calculation Agent shall determine the Least Performer.

**“Market Disruption Event”** means, in respect of an Index:

- (i) where the relevant Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index,
  - (a) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time of:
    - (A) 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:
      - (x) on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index; or
      - (y) in futures or options contracts relating to the relevant Index on any relevant Related Exchange; or
    - (B) any event (other than an event described in (b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (x) to effect transactions in, or obtain market values for securities that

comprise 20 per cent. or more of the level of the relevant Index on any relevant Exchange(s), or (y) to effect transactions in, or obtain market values for, futures or options contracts relating to the relevant Index on any relevant Related Exchange,

which in either case the Calculation Agent determines is material; or

- (b) 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 (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or, if earlier, (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.

For the purposes of determining whether a Market Disruption Event in respect of an Index exists at any time, if a Market Disruption Event occurs in respect of a Component Security at any time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that Component Security and (ii) the overall level of the Index, in each case immediately before the occurrence of such Market Disruption Event.

- (ii) where the relevant Index is specified in the applicable Issue Terms as being a Multi-Exchange Index either:
  - (a) the occurrence or existence, in respect of any Component Security, of:
    - (x) a Trading Disruption which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded;
    - (y) an Exchange Disruption, which the Calculation Agent determines is material, at any time during the one hour period that ends at the relevant Valuation Time in respect of the Exchange on which such Component Security is principally traded; or
    - (z) an Early Closure; and
  - (b) the aggregate of all Component Securities in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure

occurs or exists, comprises 20 per cent. or more of the level of the Index; or

- (c) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (A) a Trading Disruption or (B) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one hour period that ends at the Valuation Time in respect of any Related Exchange or (C) an Early Closure.

As used above:

**“Early Closure”** means the closure on any Exchange Business Day of the Exchange in respect of any Component Security or any 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 relevant Exchange or Related Exchange system for execution at the relevant Valuation Time on such Exchange Business Day.

**“Exchange Disruption”** means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to effect transactions in, or obtain market values for: (i) any Component Security on the Exchange in respect of such Component Security; or (ii) futures or options contracts relating to the Index on any Related Exchange.

**“Trading Disruption”** means any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange, as the case may be, 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 the Index on any Related Exchange.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multi-Exchange Index exists at any time if a Market Disruption Event occurs in respect of such Component Security included in the Index at any time, then the relevant percentage contribution of that Component Security to the level of the Index shall be based on a comparison of (i) the portion of the level of the Index attributable to that Component Security and (ii) the overall level of the Index, in each case using the official opening weightings as published by the relevant Index Sponsor as part of the market “opening data” immediately before the occurrence of such Market Disruption Event.

**“Multi-Exchange Index”** means an Index identified or specified as such in the applicable Issue Terms or, if not so identified or specified, any Index which the Calculation Agent determines to be a Multi-Exchange Index.

**“Observation Date(s)”** means each date specified as such in the applicable Issue Terms, provided that if such date is not a Scheduled Trading Day, the Observation Date shall be 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 W&C Securities relate to a single Index, the Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day. In that case, (i) the eighth Scheduled Trading Day for the Index shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent, shall, where practicable in the case of Exempt W&C Securities, determine the Reference Level in the manner set out in the applicable Pricing Supplement, or if not set out or not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Level by using the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance (and subject to Conditions 30.02, 30.03 and 30.07) 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 level as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in Condition 31.05 in relation to such security) has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day); or
- (ii) where the W&C Securities relate to a Basket of Indices, the Observation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the Observation Date for each Index affected by the occurrence of a Disrupted Day (each an **“Affected Index”**) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to the Affected Index. In that case, (i) the eighth Scheduled Trading Day shall be deemed to be the Observation Date for the Affected Index, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall where practicable in the case of Exempt W&C Securities, determine the Reference Level in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Level by using the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with (subject to Conditions 30.02, 30.03 and 30.07) 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 level as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in Condition 31.05 in relation to such security) has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day).

**“Observation Period”** means the period specified as such in the applicable Issue Terms.

**“Reference Level”** means, unless in the case of an Exempt W&C Security otherwise specified in the applicable Pricing Supplement, in respect of a Valuation Date, Observation Date or Averaging Date:

- (i) where the W&C Securities are specified in the applicable Issue Terms to relate to a single Index, an amount (which shall be deemed to be an amount of the Settlement Currency) equal to the Specified Level of the Index on the relevant date (or if a Valuation Time is specified in the applicable Issue Terms, the level of the Index determined by the Calculation Agent at such Valuation Time on the relevant date) or as otherwise determined by the Calculation Agent subject as provided in this Condition 30; and
- (ii) where the W&C Securities are specified in the applicable Issue Terms to relate to a Basket of Indices, an amount (which shall be deemed to be an amount of the Specified Currency) equal to the sum of the values calculated for each Index as the Specified Level of each Index on the relevant date, (or if a Valuation Time is specified in the applicable Issue Terms, the level of each Index determined by the Calculation Agent at such Valuation Time on the relevant date), or as otherwise determined by the Calculation Agent subject as provided in this Condition 30, multiplied by the relevant Weighting specified in the applicable Issue Terms.

**“Related Exchange”** means, subject to the proviso below, in relation to an Index, each exchange or quotation system specified as such for such Index in the applicable Issue 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 Issue 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 Averaging Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Averaging Date.

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

**“Scheduled Observation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

**“Scheduled Trading Day”** means:

- (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions; or

- (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of that Index and (ii) each Related Exchange is scheduled to be open for trading for its regular trading session.

“**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.

“**Specified Level**” the Closing Level or the Intraday Level, as specified in the applicable Issue Terms.

“**Trade Date**” means the date specified as such in the applicable Issue Terms.

“**Valuation Date**” means each date specified as such in the applicable Issue 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 such day is a Disrupted Day then:

- (i) where the W&C Securities relate to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case (A) the eighth Scheduled Trading Day for the Index shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall, where practicable in the case of Exempt W&C Securities, determine the Reference Level in the manner set out in the applicable Pricing Supplement, or, if not so set out or not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Level by determining the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with (subject to Conditions 30.02, 30.03 and 30.07) the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day (as defined in Condition 31.05 in relation to such security) using the Exchange traded or quoted level as of the Valuation Time on that eighth 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 that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day); or
- (ii) where the W&C Securities relate to a Basket of Indices, the Valuation Date for each Index not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index affected by the occurrence of a Disrupted Day (each an “**Affected Index**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Index, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Index. In that case (A) that eighth Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Index, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall where practicable in the case of Exempt W&C Securities, determine the Reference Level in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Level by

determining the level of the Index as of the Valuation Time on that eighth Scheduled Trading Day in accordance with (subject to Conditions 30.02, 30.03 and 30.07) 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 level as of the Valuation Time on that eighth Scheduled Trading Day of each security comprised in the Index (or, if an event giving rise to a Disrupted Day (as defined in Condition 31.05 in relation to such security) has occurred in respect of the relevant security on that eighth Scheduled Trading Day, its good faith estimate of the value of the relevant security as of the Valuation Time on that eighth Scheduled Trading Day).

**“Valuation Time”** means:

- (i) where the Index is not specified in the applicable Issue Terms as being a Multi-Exchange Index, the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, Observation Date or Averaging Date, as the case may be, in relation to each Index to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time;
- (ii) where the Index is specified in the applicable Issue Terms as being a Multi-Exchange Index, the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, (i) for the purposes of determining whether a Market Disruption Event has occurred: (A) in respect of a Component Security, the Scheduled Closing Time on the relevant Exchange in respect of such Component Security and (B) in respect of any options contracts or futures contracts on the Index, the close of trading on the relevant Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor. If, for the purposes of (i) above, 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; or
- (iii) where the Specified Level is the Intraday Level, each relevant time at which the Reference Level is determined.

**“Weighting”** means the weight to be applied to each of the Indices comprising the Basket of Indices, as specified in the applicable Issue Terms.

### **31. Equity Linked W&C Securities**

**31.01** If the W&C Securities are specified as Equity Linked W&C Securities in the applicable Issue Terms, the provisions of this Condition 31 shall apply.

***Potential Adjustment Events; De-listing, Merger Event, Tender Offer, Nationalisation and Insolvency; Additional Disruption Events and Adjustments for Equity Linked W&C Securities in respect of Non-Euro Quoted Entities***

**31.02** (i) If Potential Adjustment Events are specified as applicable in the applicable Issue Terms, then following the declaration by an Equity Issuer 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, concentrative or other effect on the theoretical value of the Equities and, if so, the Issuer in its sole and absolute discretion shall either:

- (A) (1) require the Calculation Agent to make the corresponding adjustment, if any, to any one or more of the terms of these Terms and Conditions and/or the applicable Issue Terms, in each case, 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 Equity) and (2) determine the effective date of that adjustment; or
- (B) on giving notice to the Holders in accordance with Condition 11, cancel or redeem all, but not some only, of the W&C Securities, and pay an amount to each Holder in respect of each W&C Security or Unit, as the case may be, held by it, which amount shall be the fair market value of a W&C Security or Unit, as the case may be, taking into account the relevant event, together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus (in the case of Warrants), if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion, payment being made in such manner as shall be notified to the Holders in accordance with Condition 11; or
- (C) if the applicable Issue Terms provide that “**Equity Substitution**” is applicable, then on or after the relevant Potential Adjustment Event, the Calculation Agent may select one or more equities (each a “**Substitute Equity**”) in accordance with the Equity Substitution Criteria to substitute in place of the Equity or Equities (each an “**Affected Equity**”) which are affected by such Potential Adjustment Event and each Substitute Equity will be deemed to be an “Equity” and the relevant issuer of such equities, a “Equity Issuer” for the purposes of the W&C Securities, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate.

If the provisions of Condition 31.02(i)(A) apply, 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 Equities traded on that options exchange.

Upon making an adjustment pursuant to Condition 31.02(i)(A), the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 11, stating the adjustment made to the

terms of these Conditions and/or the applicable Issue Terms and giving brief details of the Potential Adjustment Event, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such adjustment.

- (ii) If (x) De-listing, Merger Event, Nationalisation and/or Insolvency is specified as applicable in the applicable Issue Terms and/or (y) Tender Offer is specified as applicable in the applicable Issue Terms, and (in the case of (x)) a De-listing, Merger Event, Nationalisation or Insolvency occurs or (in the case of (y)) a Tender Offer occurs, in each case, in relation to an Equity, the Issuer in its sole and absolute discretion may:
- (A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any terms of these Terms and Conditions and/or the applicable Issue Terms to account for the De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, and determine the effective date of that adjustment; or
  - (B) where the Equity Linked W&C Securities relate to a Basket of Equities on giving notice to the Holders in accordance with Condition 11 cancel or redeem each W&C Security in part. If a W&C Security is so cancelled or redeemed in part the portion (the "**Partial Amount**") of each such W&C Security representing the affected Equity(s) shall be cancelled and the Issuer will (x) pay to each Holder in respect of each W&C Security or Unit, as the case may be, held by it an amount equal to the fair market value of the Partial Amount, taking into account the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be, together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion; and (y) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the terms of the Terms and Conditions and/or the applicable Issue Terms to account for such redemption or cancellation in part. For the avoidance of doubt the remaining part of each such W&C Security after redemption or cancellation 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 Condition 11; or
  - (C) on giving notice to the Holders in accordance with Condition 11, cancel all, but not some only, of the W&C Securities, and pay an amount to each Holder in respect of each W&C Security or Unit, as the case may be, held by it, which amount shall be the fair market value of a W&C Security or Unit, as the case may be, taking into account the relevant event, together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including

any cost of funding in respect of such hedging arrangements) plus (in the case of Warrants), if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion, payment being made in such manner as shall be notified to the Holders in accordance with Condition 11.

- (D) if the applicable Issue Terms provide that **“Equity Substitution”** is applicable, then on or after the relevant Merger Date, Tender Offer Date, or the date of the Nationalisation, Insolvency or De-listing (as the case may be), the Calculation Agent may select one or more equities (each a **“Substitute Equity”**) in accordance with the Equity Substitution Criteria to substitute in place of the Equity or Equities (each an **“Affected Equity”**) which are affected by such Merger Event, Tender Offer, Nationalisation, Insolvency or De-listing and each Substitute Equity will be deemed to be an “Equity” and the relevant issuer of such equities, a “Equity Issuer” for the purposes of the W&C Securities, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate.

If the provisions of Condition 31.02(ii) apply, the Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, made by an options exchange to options on the Equities traded on that options exchange.

Upon the occurrence (if applicable) of a De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 11 stating the occurrence of the De-listing, Merger Event, Tender Offer, Nationalisation or Insolvency, as the case may be, giving details thereof and the action proposed to be taken in relation thereto, provided that failure to give, or non-receipt of, such notice will not affect the validity of such action.

- (iii) If Additional Disruption Events are specified as applicable in the applicable Issue Terms, then if an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may:
- (A) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the terms of these Terms and Conditions and/or the applicable Issue Terms, to account for the Additional Disruption Event and determine the effective date of that adjustment; or
- (B) give notice to the Holders in accordance with Condition 11 and cancel all, but not some only, of the W&C Securities, and pay an amount to each Holder in respect of each W&C Security or Unit, as the case may be, held by it, which amount shall be the fair market

value of a W&C Security or Unit, as the case may be, taking into account the relevant Additional Disruption Event, together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus (in the case of Warrants), if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion, payment being made in such manner as shall be notified to the Holders in accordance with Condition 11; or

- (C) if the applicable Issue Terms provide that “**Equity Substitution**” is applicable, then on or after the relevant Additional Disruption Event, the Calculation Agent may select one or more equities (each a “**Substitute Equity**”) in accordance with the Equity Substitution Criteria to substitute in place of the Equity or Equities (each an “**Affected Equity**”) which are affected by such Additional Disruption Event and each Substitute Equity will be deemed to be an “Equity” and the relevant issuer of such equity, a “Equity Issuer” for the purposes of the W&C Securities, and the Calculation Agent will make such adjustment, if any, to any of the terms of the Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion determines appropriate.

Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 11 stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action to be taken.

- (iv) Non-Euro Quoted Equities

In respect of Equity Linked W&C Securities relating to Equities originally quoted, listed and/or dealt as of the Trade Date in a currency of a member state of the European Union that has not adopted the euro, if such Equities are at any time after the Trade Date quoted, listed and/or dealt exclusively in euro on the relevant Exchange or, where no Exchange is specified in the applicable Issue Terms, the principal market on which those Equities are traded, then the Calculation Agent will adjust any one or more of the terms of these Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent determines in its sole and absolute discretion to be appropriate to preserve the economic terms of the W&C Securities. The Calculation Agent will make any conversion necessary for purposes of any such adjustment as of the relevant Valuation Time at the official conversion rate, if any, or an appropriate mid-market spot rate of exchange determined by the Calculation Agent prevailing as of the relevant Valuation Time. No adjustments under this Condition 31.02(iv) will affect the currency denomination of any payment obligation arising out of the W&C Securities.

- (v) Correction of the Prices or Levels of an Equity

In the event that any price or level of an Equity published by an Exchange which is utilised for any calculation or determination made for the purposes of the W&C Securities is subsequently corrected, the corrected level or price is deemed to be the relevant price or level

for such Equity, provided that such correction is published and made available to the public by the relevant Exchange during a period following original publication equal in duration to the period in which a trade in the Equity would customarily settle according to the rules of such Exchange, and further provided, that such publication of such correction is made sufficiently (in the sole and absolute discretion of the Calculation Agent) in advance of the Redemption Date, the Settlement Date or the Specified Additional Amount Payment Date, as the case may be, to make such adjustment prior to such relevant date.

### ***Partial Lookthrough Depositary Receipt Provisions***

**31.03** Where the applicable Issue Terms specify that the “Partial Lookthrough Depositary Receipt Provisions” shall apply to an Equity, then the provisions set out in this Condition 31.03 shall apply, and, in relation to such Equity, the other provisions of this Condition 31 shall be deemed to be amended and modified as set out in this Condition 31.03.

The definition of “**Potential Adjustment Event**” shall be amended so that it reads as follows:

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

- (A) a subdivision, consolidation or reclassification of relevant Equities and/or Underlying Equities (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such Equities and/or Underlying Equities to existing holders by way of bonus, capitalisation or similar issue;
- (B) a distribution, issue or dividend to existing holders of the relevant Equities and/or Underlying Equities of (i) such Equities and/or Underlying Equities, (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer or Underlying Equity Issuer, as appropriate, equally or proportionately with such payments to holders of such Equities and/or Underlying Equities, (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer or Underlying Equity Issuer, as appropriate, 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 (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (C) an extraordinary dividend (determined by the Calculation Agent, in its sole and absolute discretion);
- (D) a call by an Equity Issuer or Underlying Equity Issuer, as appropriate, in respect of relevant Equities and/or Underlying Equities that are not fully paid;
- (E) a repurchase by an Equity Issuer or Underlying Equity Issuer, as appropriate, or any of its subsidiaries of relevant Equities and/or Underlying Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (F) in respect of an Equity Issuer or Underlying Equity Issuer, as appropriate, 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 Equity Issuer or Underlying Equity Issuer, as appropriate, pursuant to

a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;

- (G) any other event having, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Equities and/or Underlying Equities; or
- (H) the making of any amendment or supplement to the terms of the Deposit Agreement,

provided that an event under (A) to (G) (inclusive) above in respect of Underlying Equities shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Equities.”

If the Calculation Agent determines that:

- (A) an event under (A) to (G) (inclusive) of the definition of “Potential Adjustment Event” has occurred and constitutes a Potential Adjustment Event in respect of any Underlying Equities; or
- (B) an event under (H) of the definition of “Potential Adjustment Event” has occurred, the Calculation Agent will determine whether such Potential Adjustment Event has an economic effect on the W&C Securities

and, in each case, the Calculation Agent will make the corresponding adjustment(s), if any, to one or more of the terms of these Terms and Conditions and/or the relevant Issue Terms as the Calculation Agent determines appropriate to account for (x) in respect of an event under (A) to (G) (inclusive) of the definition of “Potential Adjustment Event”, the diluting or concentrative effect on the theoretical value of the Equities, and (y) in respect of an event under (H) of the definition of “Potential Adjustment Event”, such economic effect on the W&C Securities, as the case may be, (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 Equity), following the Potential Adjustment Event. The Calculation Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Holders that the relevant consequence shall be the cancellation of the W&C Securities, in which case, on such date as selected by the Calculation Agent in its sole and absolute discretion, the Issuer shall cancel all but not some only of the W&C Securities, and pay any amount to each Holder in respect of each W&C Security or Unit, as the case may be, held by it, which amount shall be the fair market value of a W&C Security or a Unit, as the case may be, less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus (in the case of Warrants), if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute

discretion, payment being made in such manner as shall be notified to the Holders in accordance with Condition 11.

The definitions of “**Merger Event**” and “**Tender Offer**” shall be amended in accordance with the DR Amendment.

If the Calculation Agent determines that a Merger Event or Tender Offer has occurred in respect of any Underlying Equity, then, where the Calculation Agent makes an adjustment to these Terms and Conditions and/or the relevant Issue Terms in connection with a Merger Event or Tender Offer, the Calculation Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.

The definitions of “**Nationalisation**”, “**Insolvency**” and “**De-listing**” shall be amended in accordance with the DR Amendment.

If the Calculation Agent determines that a Nationalisation or Insolvency has occurred in respect of an Equity or the Depositary, then, notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs selected by it in accordance with the DR Substitution Criteria and may make any appropriate adjustments to the terms of these Terms and Conditions and/or the relevant Issue Terms. In such case, the Issuer shall not cancel the W&C Securities and, following such replacement, references to Equities therein shall be replaced by references to such Replacement DRs, and the Calculation Agent will determine the effective date of any adjustments.

If the Calculation Agent determines that a De-listing of Equities has occurred or if the Depositary announces that the Deposit Agreement is (or will be terminated), then, notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs selected by it in accordance with the DR Substitution Criteria or the Underlying Equities and may make any appropriate adjustments to the terms of these Terms and Conditions and/or the relevant Issue Terms. In such case, the Issuer shall not cancel the W&C Securities and, following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs or the Underlying Equities, as applicable, and the Calculation Agent will determine the effective date of any adjustments.

The definition of “**Insolvency Filing**” shall be amended in accordance with the DR Amendment.

The definition of “**Change in Law**” shall be amended in accordance with the DR Amendment.

For the avoidance of doubt, where a provision is amended pursuant to this Condition 31.03 in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Equities or the Underlying Equity Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

#### ***Full Lookthrough Depositary Receipt Provisions***

**31.04** Where the applicable Issue Terms specify that the “**Full Lookthrough Depositary Receipt Provisions**” shall apply to an Equity, then the provisions set out in this Condition 30.04 shall apply, and, in relation to such Equity, the other provisions of this Condition 31 shall be deemed to be amended and modified as set out in this Condition 31.04.

The definition of “**Potential Adjustment Event**” shall be amended so that it reads as follows:

“Potential Adjustment Event” means any of the following:

- (A) a subdivision, consolidation or reclassification of relevant Equities and/or Underlying Equities (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such Equities and/or Underlying Equities to existing holders by way of bonus, capitalisation or similar issue;
- (B) a distribution, issue or dividend to existing holders of the relevant Equities and/or Underlying Equities of (i) such Equities and/or Underlying Equities, (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer or Underlying Equity Issuer, as appropriate, equally or proportionately with such payments to holders of such Equities and/or Underlying Equities, (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer or Underlying Equity Issuer, as appropriate, 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 (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (C) an extraordinary dividend (determined by the Calculation Agent, in its sole and absolute discretion);
- (D) a call by an Equity Issuer or Underlying Equity Issuer, as appropriate, in respect of relevant Equities and/or Underlying Equities that are not fully paid;
- (E) a repurchase by an Equity Issuer or Underlying Equity Issuer, as appropriate, or any of its subsidiaries of relevant Equities and/or Underlying Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (F) in respect of an Equity Issuer or Underlying Equity Issuer, as appropriate, 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 Equity Issuer or Underlying Equity Issuer, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights;
- (G) any other event having, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Equities and/or Underlying Equities; or
- (H) the making of any amendment or supplement to the terms of the Deposit Agreement,

provided that an event under (A) to (G) (inclusive) above in respect of Underlying Equities shall not constitute a Potential Adjustment Event unless, in the opinion of the Calculation Agent, such event has a diluting or concentrative effect on the theoretical value of the Equities.”

If the Calculation Agent determines that:

- (A) an event under (A) to (G) (inclusive) of the definition of “Potential Adjustment Event” has occurred and constitutes a Potential Adjustment Event in respect of any Underlying Equities; or
- (B) an event under (H) of the definition of “Potential Adjustment Event” has occurred, the Calculation Agent will determine whether such Potential Adjustment Event has an economic effect on the W&C Securities;

and, in each case, the Calculation Agent will make the corresponding adjustment(s), if any, to one or more of the terms of these Terms and Conditions and/or the relevant Issue Terms as the Calculation Agent determines appropriate to account for (x) in respect of an event under (A) to (G) (inclusive) of the definition of “Potential Adjustment Event”, the diluting or concentrative effect on the theoretical value of the Equities, and (y) in respect of an event under (H) of the definition of “Potential Adjustment Event”, such economic effect on the W&C Securities, as the case may be (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 Equity) following the Potential Adjustment Event. The Calculation Agent shall (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.

If the Calculation Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Holders that the relevant consequence shall be the cancellation of the W&C Securities, in which case, on such date as selected by the Calculation Agent in its sole and absolute discretion, the Issuer shall cancel all but not some only of the W&C Securities, and pay any amount to each Holder in respect of each W&C Security or Unit, as the case may be, held by it, which amount shall be the fair market value of a W&C Security or a Unit, as the case may be, less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements) plus (in the case of Warrants), if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion, payment being made in such manner as shall be notified to the Holders in accordance with Condition 11.

The definitions of “**Merger Event**” and “**Tender Offer**” shall be amended in accordance with the DR Amendment.

If the Calculation Agent determines that a Merger Event or Tender Offer has occurred in respect of an Underlying Equity, then, where the Calculation Agent makes an adjustment to these Terms and Conditions and/or the relevant Issue Terms in connection with a Merger Event or Tender Offer, the Calculation Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.

The definitions of “**Nationalisation**”, “**Insolvency**” and “**De-listing**” shall be amended in accordance with the DR Amendment.

If the Calculation Agent determines that a Nationalisation or Insolvency has occurred in respect of an Equity or the Depositary, then, notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs selected in accordance with the DR Substitution Criteria and may make any appropriate adjustments to the terms of these Terms and Conditions and/or the relevant Issue Terms. In such case, the Issuer shall not cancel the W&C Security and, following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs, and the Calculation Agent will determine the effective date of any adjustments.

If the Calculation Agent determines that a De-listing of Equities has occurred or if the Depositary announces that the Deposit Agreement is (or will be terminated), then notwithstanding anything to the contrary herein, the Calculation Agent may determine that the affected Equity be substituted with Replacement DRs selected in accordance with the DR Substitution Criteria or the Underlying Equities and may make any appropriate adjustments to the terms of these Terms and Conditions and/or the relevant Issue Terms. In such case, the Issuer shall not cancel the W&C Securities, and following such replacement, references to Equities herein shall be replaced by references to such Replacement DRs or the Underlying Equities, as applicable, and the Calculation Agent will determine the effective date of any adjustments.

The definition of any Additional Disruption Event specified as applicable in the relevant Issue Terms shall be amended in accordance with the DR Amendment.

Each reference to the “**Exchange**” in the definitions of “**Exchange Business Day**”, “**Scheduled Closing Time**”, “**Scheduled Trading Day**”, “**Market Disruption Event**” and “**Disrupted Day**” shall be deemed to include a reference to the primary exchange on which the Underlying Equities are traded, as determined by the Calculation Agent.

The definitions of “**Market Disruption Event**” and “**Related Exchange**” shall be amended in accordance with the DR Amendment. For the avoidance of doubt, where a provision is amended pursuant to this Condition 31.04 in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Equities or the Underlying Equity Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

### **31.05 Definitions applicable to Equity Linked W&C Securities**

“**Additional Disruption Event**” means Change in Law, Hedging Disruption, Increased Cost of Hedging, Insolvency Filing in each case specified in the applicable Issue Terms or, in the case of an Exempt W&C Security, any other Additional Disruption Event specified in the applicable Pricing Supplement.

“**Averaging Date**” means each date specified as an Averaging Date in the applicable Issue Terms provided that if such date is not a Scheduled Trading Day, the Averaging Date shall be the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If any Averaging Date is a Disrupted Day, then:

- (i) if ‘Omission’ is specified in the applicable Issue Terms, such Averaging Date will be deemed not to be a relevant Averaging Date for purposes of determining the relevant Reference Price. If through the operation of this provision, no Averaging Date would occur with respect to the relevant Valuation Date, then for the purposes of determining the Reference Price on

the final Averaging Date, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day;

- (ii) if 'Postponement' is specified in the applicable Issue Terms then, for purposes of determining the Reference Price, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date for the Equity Linked Certificates; or
- (iii) if 'Modified Postponement' is specified in the applicable Issue Terms, then:
  - (A) where the W&C Securities relate to a single Equity, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day for the Equity shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the Reference Price for that Averaging Date in accordance with sub paragraph (i)(B) of the definition of "Valuation Date" below; or
  - (B) where the W&C Securities relate to a Basket of Equities and the applicable Issue Terms provide that "Common Disrupted Days" is not applicable, the Averaging Date for each Equity not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and the Averaging Date for each Equity affected by the occurrence of a Disrupted Day (each an "**Affected Equity**") shall be the first succeeding Valid Date in relation to such Affected Equity. If the first succeeding Valid Date in relation to such Affected Equity has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day for such Equity shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of the Affected Equity and (ii) the Calculation Agent shall determine the Reference Price of the Affected Equity for that Averaging Date in accordance with sub paragraph (ii)(B) of the definition of "Valuation Date" below; or
  - (C) where the W&C Securities relate to a Basket of Equities and the applicable Issue Terms provide that "Common Disrupted Days" is applicable, the Averaging Date for each Equity shall be the first succeeding Common Valid Date. If the first succeeding Common Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date, that, but for occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of the relevant

Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the relevant Reference Price for each Equity for that Averaging Date in accordance with sub-paragraph (iii)(B)(x) or (y), as applicable of the definition of “Valuation Date” below; and

- (D) “**Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the relevant Valuation Date does not or is not deemed to occur, and “**Common Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day for any Equity comprised in the Basket of Equities and on which another Averaging Date does not or is deemed not to occur.

“**Basket of Equities**” means a basket composed of the Equities specified in the applicable Issue Terms in the relative Weightings or numbers of Equities specified in the applicable Issue Terms.

“**Change in Law**” means that, on or after the Trade Date (as specified in the applicable Issue Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (X) it has become illegal to hold, acquire or dispose of any relevant Equity or (Y) the Issuer will incur a materially increased cost in performing its obligations in relation to the W&C Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or any Hedging Entity).

“**Closing Price**” means the official closing price of an Equity on the relevant Exchange.

“**De-listing**” means, in respect of any relevant Equities, the Exchange announces that pursuant to the rules of such Exchange, such Equities cease (or will cease) to be listed, traded or publicly quoted on such Exchange for any reason (other than a Merger Event or Tender Offer) 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 Global Market or Global Select Market (or their respective successors) or (ii) an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

If the relevant Equities are immediately re-listed, re-traded or re-quoted on any exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange in respect of such Equities.

“**Deposit Agreement**” means, in relation to the Equities, the agreements or other instruments constituting the Equities, as from time to time amended or supplemented in accordance with their terms.

“**Depository**” means, where the relevant Issue Terms specifies that (a) the “Partial Lookthrough Depository Receipt Provisions” shall apply to the Equity, the Equity Issuer or any

successor issuer of the Equities from time to time or (b) the “Full Lookthrough Depositary Receipt Provisions” shall apply to an Equity or the Equity Issuer.

“**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.

“**DR Amendment**” means, in respect of the definitions of Merger Event, Tender Offer, Nationalisation, Insolvency, De-listing, Insolvency Filing, Change in Law, any other Additional Disruption Event specified as applicable in the relevant Issue Terms and Market Disruption Event, that the following changes shall be made to such definition or provision where provided for in Condition 31: (a) all references to “Equities” shall be deleted and replaced with the words “Equities and/or the Underlying Equities”; and (b) all references to “Equity Issuer” shall be deleted and replaced with the words “Equity Issuer or Underlying Equity Issuer, as appropriate”.

“**DR Substitution Criteria**” means:

- (a) (i) where the W&C Securities relate to a Basket of Equities, the Replacement DR shall not be an Equity already comprised in the Basket of Equities or assets;
  - (ii) the relevant issuer of the Replacement DR belongs to the same broad economic sector as the issuer of the affected Equity;
  - (iii) the Replacement DR shall be of an issuer that is of a similar international standing, market capitalisation, exposure and creditworthiness as the issuer of the affected Equity, on the date immediately prior to the relevant Equity becoming an affected Equity, ignoring for this purpose the occurrence of the relevant Nationalisation, Insolvency or De-listing; and
  - (iv) the Replacement DR shall be of the same geographical zone as the issuer of the affected Equity,
- all as determined by the Calculation Agent in its sole and absolute discretion; or
- (b) in the case of Exempt Notes, such other criteria as specified in the applicable Pricing Supplement.

“**Equity**” means the share(s) or other securities specified in the applicable Issue Terms subject to adjustment in accordance with these Conditions.

“**Equity Issuer**” means, in respect of an Equity, the issuer of such Equity.

“**Equity Substitution Criteria**” means:

- (a) (i) where the W&C Securities relate to a Basket of Equities, the Substitute Equity shall be an equity which is not already comprised in the Basket of Equities or assets;
- (ii) the relevant issuer of the Substitute Equity belongs to the same broad economic sector as the Issuer of the Affected Equity;

- (iii) the Substitute Equity shall be of an issuer that is of a similar international standing, market capitalisation, exposure and creditworthiness as the Issuer of the Affected Equity, on the date immediately prior to the relevant Equity becoming an Affected Equity, ignoring for this purpose the occurrence of the relevant Potential Adjustment Event, Merger Event, Tender Offer, Nationalisation, Insolvency, De-listing or Additional Disruption Event; and
- (iv) the Substitute Equity shall be of the same geographical zone as the Issuer of the Affected Equities,

all as determined by the Calculation Agent in its sole and absolute discretion; or

- (b) in the case of Exempt Notes, such other criteria as specified in the applicable Pricing Supplement.

**“Exchange”** means, in respect of an Equity, each exchange or quotation system specified as such for such Equity in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Equity on such temporary substitute exchange or quotation system as on the original Exchange).

**“Exchange Business Day”** means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**“Hedging Disruption”** means that the Hedging Entity is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price 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).

**“Increased Cost of Hedging”** means that the Hedging Entity 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 equity or other price 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), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or the Hedging Entity shall not be deemed an Increased Cost of Hedging.

**“Initial Price”** means the price specified as such in the applicable Issue Terms.

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

**“Insolvency Filing”** means that the Equity Issuer institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory

jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Equity Issuer shall not be deemed an Insolvency Filing.

**"Intraday Price"** means the price of an Equity at any time during the regular trading session hours of the relevant Exchange, without regard to after hours trading or any other trading outside of the regular trading session hours.

**"Least Performer"** means, with respect to an Exchange Business Day during the Observation Period, the Equity in respect of which the following formula yields, in the determination of the Calculation Agent, the smallest positive number or the largest negative number, on such Exchange Business Day:

(Reference Price of the Equity on the Exchange Business Day minus the Initial Price with respect to such Equity) divided by the Initial Price with respect to such Equity,

provided that if the above formula yields the same number with respect to two or more Equities the Calculation Agent shall determine the Least Performer.

**"Market Disruption Event"** means, in respect of an Equity:

- (i) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time of:
  - (A) 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:
    - (x) relating to the Equity on the Exchange; or
    - (y) in futures or options contracts relating to the Equity on any relevant Related Exchange; or
  - (B) any event (other than as described in (ii) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (x) to effect transactions, in or obtain market values for, the Equities on the Exchange or (y) to effect transactions in, or obtain market values for, futures or options contracts on or relating to the Equity on any relevant Related Exchange,

which in either case the Calculation Agent determines is material; or

- (ii) the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or such Related Exchange(s), as the case may be, at least one hour prior to (A) the actual closing time for the regular trading session on such Exchange(s) or such Related Exchange(s) on such Exchange Business Day or if earlier (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; or

- (iii) in the case of an Exempt W&C Security, any other event specified in the applicable Pricing Supplement.

**“Merger Date”** means, the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**“Merger Event”** means, in respect of any relevant Equities, any (i) reclassification or change of such Equities that results in a transfer of or an irrevocable commitment to transfer all of such Equities outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of an Equity Issuer, with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Equity Issuer is the continuing entity and which does not result in a reclassification or change of all of such Equities 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 Equities of the Equity Issuer that results in a transfer of or an irrevocable commitment to transfer all such Equities (other than such Equities owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Equity Issuer or its subsidiaries with or into another entity in which the Equity Issuer is the continuing entity and which does not result in a reclassification or change of all such Equities outstanding but results in the outstanding Equities (other than Equities owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Equities immediately following such event (a **“Reverse Merger”**), in each case if the Merger Date is (a) in the case of Cash Settled W&C Securities, on or before the last occurring Valuation Date or Observation Date, as the case may be, or where Averaging is specified in the applicable Issue Terms, the final Averaging Date in respect of the relevant W&C Security, or, (b) if the W&C Securities are to be redeemed by Physical Delivery, the relevant Settlement Date or Redemption Date, as the case may be.

**“Nationalisation”** means that all the Equities or all or substantially all the assets of an Equity Issuer are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

**“Observation Date(s)”** means each date specified as such in the applicable Issue Terms provided that, if such date is not a Scheduled Trading Day, the Observation Date shall be 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 W&C Securities relate to a single Equity, the Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day. In that case, (i) the eighth Scheduled Trading Day for such Equity shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent, shall, where practicable in the case of Exempt W&C Securities, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Price in

accordance with its good faith estimate of the value of the Equity as of the Valuation Time on that eighth Scheduled Trading Day; or

- (ii) where the W&C Securities relate to a Basket of Equities and the applicable Issue Terms provide that “Common Disrupted Days” is not applicable, the Observation Date for each Equity not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the Observation Date for each Equity affected by the occurrence of a Disrupted Day (each an “**Affected Equity**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Equity unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to the Affected Equity. In that case, (i) the eighth Scheduled Trading Day shall be deemed to be the Observation Date for the Affected Equity, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall where practicable in the case of Exempt W&C Securities, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Price in accordance with its good faith estimate of the value of the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day; or
- (iii) where the W&C Securities relate to a Basket of Equities and the applicable Issue Terms provide that “Common Disrupted Days” is applicable, the Observation Date for each Equity shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day for any Equity, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to any Equity. In that case, (A) the eighth Scheduled Trading Day shall be deemed to be the Observation Date for each Equity (notwithstanding the fact that such day is a Disrupted Day in respect of one or more Equities (each an “**Affected Equity**”)); and (B) the Calculation Agent shall determine the Reference Price using (x) in relation to each Equity other than an Affected Equity, its price as provided in paragraph (ii) of the definition of Reference Price; and (y) in relation to each Affected Equity, its price as determined, in the case of Exempt W&C Securities, in the manner set out in the applicable Pricing Supplement, or if not set out or if not practicable or in the case of Non-Exempt W&C Securities, as its good faith estimate of the value of the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day.

“**Observation Period**” means the period specified as such in the applicable Issue Terms.

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

- (i) a subdivision, consolidation or reclassification of relevant Equities (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such Equities to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Equities of (i) such Equities or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of an Equity Issuer equally or proportionately with such payments to holders of such Equities, or

- (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Equity Issuer as a result of a spin-off or other similar transaction or (iv) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by an Equity Issuer in respect of relevant Equities that are not fully paid;
- (v) a repurchase by an Equity Issuer or any of its subsidiaries of relevant Equities whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise; or
- (vi) in respect of an Equity Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Equity Issuer, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; and
- (vii) any other event having, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Equities.

**“Reference Price”** means, unless in the case of an Exempt W&C Security otherwise specified in the applicable Pricing Supplement, in respect of a Valuation Date, Observation Date or Averaging Date:

- (i) where the W&C Securities relate to a single Equity, an amount equal to the Specified Price on the relevant date (or the price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) of the Equity quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent (or if, in the opinion of the Calculation Agent, no such Specified Price (or, as the case may be, price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) can be determined, unless the relevant date is a Disrupted Day, the Calculation Agent’s good faith estimate of the price of the Equity at the Valuation Time on the relevant date) or as otherwise determined by the Calculation Agent subject to the provisions of this Condition 31. The amount determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price; and
- (ii) where the W&C Securities relate to a Basket of Equities, an amount equal to the sum of the values calculated for each Equity as the Specified Price (or the price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) of the Equity quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent (or if, in the

opinion of the Calculation Agent, no such Specified Price (or price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) can be determined, unless the relevant date is a Disrupted Day, the Calculation Agent's good faith estimate of the price of the Equity at the Valuation Time on the relevant date), or as otherwise determined by the Calculation Agent subject to the provisions of this Condition 31, multiplied by the relevant Weighting. Each amount determined pursuant to the foregoing shall be converted, if the Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price.

**“Related Exchange”** means, in relation to an Equity, each exchange or quotation system specified as such in relation to such Equity in the applicable Issue 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 Equity has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Equity 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 Issue 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 Equity.

**“Replacement DRs”** means depositary receipts other than the Equities over the same Underlying Equities.

**“Scheduled Averaging Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Averaging Date.

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

**“Scheduled Observation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

**“Scheduled Trading Day”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**“Scheduled Valuation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

**“Specified Price”** means the Closing Price or Intraday Price, as specified in the applicable Issue 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 ten (10) per cent. and less than 100 per cent. of the outstanding voting shares of the Equity Issuer, as determined by the Calculation Agent, based upon the making of filings with

governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

“**Trade Date**” means the date specified as such in the applicable Issue Terms.

“**Underlying Equity**” means the share(s) or other securities which are the subject of the Deposit Agreement.

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

“**Valuation Date**” means each date specified as such in the applicable Issue Terms or if such date 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 W&C Securities relate to a single Equity, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the eighth Scheduled Trading Day for the Equity shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall, where practicable in the case of Exempt W&C Securities, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable or in the case of Exempt W&C Securities, determine the Reference Price in accordance with its good faith estimate of the value of the Equity as of the Valuation Time on that eighth Scheduled Trading Day;
- (ii) where the W&C Securities relate to a Basket of Equities and the applicable Issue Terms provide that “Common Disrupted Days” is not applicable, the Valuation Date for each Equity not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Equity affected by the occurrence of a Disrupted Day (each an “**Affected Equity**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Equity unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Equity. In that case, (A) the eighth Scheduled Trading Day for the Affected Equity shall be deemed to be the Valuation Date for the Affected Equity, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall where practicable in the case of Exempt W&C Securities, determine the Reference Price using, in relation to the Affected Equity, a price determined in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Price in accordance with its good faith estimate of the value of the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day; or
- (iii) where the W&C Securities relate to a Basket of Equities and the applicable Issue Terms provide that “Common Disrupted Days” is applicable, the Valuation Date for each Equity shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day for any Equity, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to any Equity. In that case, (A) the eighth

Scheduled Trading Day shall be deemed to be the Valuation Date for each Equity (notwithstanding the fact that such day is a Disrupted Day in respect of one or more Equities (each an “**Affected Equity**”)); and (B) the Calculation Agent shall determine the Reference Price using (x) in relation to each Equity other than an Affected Equity, its price as provided in paragraph (ii) of the definition of Reference Price; and (y) in relation to each Affected Equity, its price as determined, in the case of Exempt W&C Securities, in the manner set out in the applicable Pricing Supplement, or if not set out or if not practicable or in the case of Non-Exempt W&C Securities, as its good faith estimate of the value of the Affected Equity as of the Valuation Time on that eighth Scheduled Trading Day.

“**Valuation Time**” means:

- (i) the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date, Observation Date or Averaging Date, as the case may be in relation to each Equity to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; or
- (ii) where the Specified Price is the Intraday Price, each relevant time at which the Reference Price is determined.

“**Weighting**” means the weight to be applied to each of the Equities comprising the Basket of Equities, as specified in the applicable Issue Terms.

### **32. Fund Linked W&C Securities**

If the W&C Securities are specified as Fund Linked W&C Securities in the applicable Issue Terms, the provisions of Condition 33 shall apply if the fund(s) are not ETFs (as defined in Condition 34.08) and the provisions of Condition 34 shall apply if the fund(s) are ETFs. If the W&C Securities are Non-Exempt W&C Securities which are Cash Settled W&C Securities the Funds may only be ETFs.

### **33. Provisions relating to Funds other than Exchange Traded Funds**

*This Condition applies to Exempt W&C Securities and Non-Exempt W&C Securities which are Physical Delivery W&C Securities only*

#### **Consequences of Fund Events**

**33.01** “**Fund Event**” means the occurrence of each of an Additional Fund Disruption Event, a Fund Disruption Event and/or a Fund Extraordinary Event as determined by the Calculation Agent.

- (i) “**Additional Fund Disruption Event**” means each of Change in Law, Fund Hedging Disruption or Increased Cost of Hedging.

“**Change in Law**” means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with

competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Hedging Entity determines in good faith that (x) it has become illegal to hold, acquire or dispose of any Fund Interests, or (y) the Issuer will incur a materially increased cost in performing its obligations under the Fund Linked W&C Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

**“Fund Hedging Disruption”** means that the Hedging Entity is unable, or it is impractical for the Hedging Entity, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction or asset it deems necessary or appropriate to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked W&C Securities, or (ii) realise, recover or remit the proceeds of any such transaction or asset, including, without limitation, where such inability or impracticability has arisen by reason of (x) any restrictions or increase in charges or fees imposed by a Fund on an investor's ability to redeem the related Fund Interest, in whole or in part, or any existing or new investor's ability to make new or additional investments in such Fund Interest, or (y) any mandatory redemption, in whole or in part, of a Fund Interest imposed by the related Fund (in each case other than any restriction in existence on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date).

**“Increased Cost of Hedging”** means that the Hedging Entity would incur a materially increased (as compared with circumstances existing on the Issue Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the price risk relating to any Fund Interest of the Issuer issuing and performing its obligations with respect to the Fund Linked W&C Securities, or (ii) realise, recover or remit the proceeds of any transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or the Hedging Entity shall not be deemed an Increased Cost of Hedging.

- (ii) **“Fund Disruption Event”** means at any time the occurrence or continuance of any of the following events, as determined by the Calculation Agent in its sole and absolute discretion, if the Calculation Agent determines that such event is material:
  - (a) Fund Valuation Disruption: **“Fund Valuation Disruption”** means (x) the failure of a Scheduled Fund Redemption Valuation Date in respect of a Fund Interest to be a Fund Redemption Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Redemption Valuation Date, or (y) the failure of a Scheduled Fund Valuation Date in respect of a Fund Interest to be a Fund Valuation Date in respect of such Fund Interest or any continued postponement of such Fund Valuation Date;

- (b) Fund Settlement Disruption: “**Fund Settlement Disruption**” means a failure by a Fund on any day to pay the full amount (whether expressed as a percentage or otherwise) of any fund redemption proceeds with respect to any Fund Interest scheduled to have been paid on or by such day according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests).
- (c) “**Fund Extraordinary Event**” means each of the following events:
- (A) Nationalisation: “**Nationalisation**” means that all the Fund Interests or all or substantially all the assets of a Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;
- (B) Insolvency: “**Insolvency**” means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (x) all the Fund Interests of that Fund are required to be transferred to a trustee, liquidator or other similar official or (y) holders of the Fund Interests of that Fund become legally prohibited from transferring or redeeming them;
- (C) Fund Insolvency Event: “**Fund Insolvency Event**” means a Fund or relevant Fund Service Provider (A) is dissolved or has a resolution passed for its dissolution, winding-up or official liquidation (other than pursuant to a consolidation, amalgamation or merger); (B) makes a general assignment or arrangement with or for the benefit of its creditors; (C) (x) 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 (y) 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 clause (x) above and either (1) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (2)

is not dismissed, discharged, stayed or restrained in each case within fifteen days of the institution or presentation thereof; (D) 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; (E) 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 of its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within fifteen days thereafter; or (F) 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 (E) and (F) above;

- (D) NAV Trigger Event: “**NAV Trigger Event**” means that (x) the aggregate net asset value of a Fund has decreased by an amount equal to or greater than the NAV Trigger since the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or (y) a Fund has violated any leverage restriction that is applicable to, or affecting, it or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its assets, the relevant Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;
- (E) Adviser Resignation Event: “**Adviser Resignation Event**” means the resignation, termination of appointment, or replacement of a Fund's Fund Adviser;
- (F) Fund Modification: “**Fund Modification**” means any change or modification of the relevant Fund Documents that could reasonably be expected to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent) from those prevailing on the Trade Date or, in respect of a Replacement Fund Interest, the relevant replacement date; or the imposition of any fees or charges in relation to redemptions, subscriptions or transfers of Fund Interests;
- (G) Strategy Breach: “**Strategy Breach**” means any breach or violation of any strategy or investment guidelines stated in the relevant Fund Documents that is reasonably likely to affect the value of a Fund Interest or the rights or remedies of any holders thereof (in each case, as determined by the Calculation Agent); or any change of the nature of a Fund, including but not limited to the type of investments, the

duration, the credit risk and diversification of the investments to which that Fund is exposed, which, in the opinion of the Calculation Agent, results in a material deterioration of the risk profile of that Fund;

- (H) Regulatory Action: “**Regulatory Action**” means (x) the cancellation, suspension or revocation of the registration or approval of a Fund Interest or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Interest or Fund, (y) any change in the legal, tax, accounting, or regulatory treatments of a Fund or its Fund Adviser that is reasonably likely to have an adverse impact on the value of the related Fund Interest or on any investor therein (as determined by the Calculation Agent), or (z) a Fund or any of its Fund Administrator or Fund Adviser becoming subject to investigation, proceeding or litigation by any relevant governmental, legal or regulatory authority involving the alleged violation of applicable law for any activities relating to or resulting from the operation of such Fund, Fund Administrator or Fund Adviser;
  
- (I) Reporting Disruption: “**Reporting Disruption**” means (x) occurrence of any event affecting a Fund Interest that, in the determination of the Calculation Agent, would make it impossible or impracticable for the Calculation Agent to determine the value of such Fund Interest in respect of a Scheduled Fund Valuation Date or a Scheduled Fund Redemption Valuation Date, and such event continues for at least two consecutive Scheduled Fund Valuation Dates or Scheduled Fund Redemption Valuation Dates, as the case may be or any other Reporting Disruption Period specified in the applicable Issue Terms; (y) any failure of a Fund to deliver, or cause to be delivered, (A) information that such Fund has agreed to deliver, or cause to be delivered to the Calculation Agent, including, but not limited to, information to determine the occurrence of a Fund Event and the annual audited financial report and semi-annual financial report, if any, in relation to the related Fund Interests, or (B) information that has been previously delivered to the Calculation Agent, in accordance with such Fund's, or its authorised representative's, normal practice and that the Calculation Agent deems necessary to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to the related Fund Interests;
  
- (J) Fund Service Provider Cessation: “**Fund Service Provider Cessation**” means that one or more Fund Service Provider(s) in respect of a Fund ceases to provide the service as outlined in the relevant Fund Documents

prevailing on the Trade Date or, where the related Fund Interest is a Replacement Fund Interest, the relevant replacement date, and any such Fund Service Provider is not immediately replaced by another service provider acceptable to the Calculation Agent;

- (K) Fund Administrator Disruption: “**Fund Administrator Disruption**” means any event or circumstances compromising the independence of a Fund Administrator performing services for a Fund from the relevant Fund Adviser; or
- (L) Related Agreement Termination: “**Related Agreement Termination**” means a Fund or any of its Fund Administrator or Fund Adviser is in breach of or has terminated any existing agreement with the Calculation Agent in respect of, but not limited to, retrocession, dealing fees, liquidity and licensing.

**33.02** Following the occurrence of a Fund Event, the Issuer may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent to make such determinations and/or adjustments to the Terms and Conditions and/or the applicable Issue Terms as it determines in its sole and absolute discretion appropriate to account for the Fund Event, which may include, without limitation:
  - (a) delaying any calculation, determination or related payment date under the W&C Securities until it determines that no Fund Event exists;
  - (b) calculating the value of the relevant Fund Interest(s) and/or replacing the relevant Fund Interest(s) (the “**Affected Fund Interest**”) with one or more replacement fund interests (each a “**Replacement Fund Interest**”) with a value as determined by the Calculation Agent equal to the Removal Value for the Affected Fund Interest and in a fund which in the determination of the Calculation Agent has similar characteristics, investment objectives and policies to those applicable to the Fund in respect of the Affected Fund Interest immediately prior to the occurrence of the Fund Event; or
- (ii) on giving notice to the Holders in accordance with Condition 11, cancel the W&C Securities. If the W&C Securities are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Security or Unit, as the case may be, held by it which amount shall be the fair market value of a W&C Security or Unit, as the case may be, taking into account the Fund Event, less the cost to Hedging Entity of unwinding any underlying related hedging arrangements), plus (in the case of Warrants), if already paid, the Exercise Price, all as determined by the Calculation Agent in its sole and absolute discretion.

If the Calculation Agent replaces an Affected Fund Interest with a Replacement Fund Interest, such replacement shall take effect on the first reasonably practicable date following the Removal Date for such Affected Fund Interest on which the Calculation Agent determines that a Hypothetical Investor could acquire the Replacement Fund Interest.

Upon the occurrence of a Fund Event, the Issuer shall give notice as soon as reasonably practicable to the Holders in accordance with Condition 11 giving details of the action proposed to be taken in relation thereto, provided that any failure to give, or non-receipt of, such notice will not affect the validity of such action.

### **Fund Potential Adjustment Events**

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

- (i) a subdivision, consolidation or reclassification of relevant Fund Interests or a free distribution or dividend of any such Fund Interests to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of relevant Fund Interests of (A) such Fund Interests or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the related Fund equally or proportionately with such payments to holders of such Fund Interests or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the related Fund as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a repurchase by a Fund of relevant Fund Interests whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise other than where such repurchase is a redemption of Fund Interests initiated by an investor in such Fund Interests and consistent with the relevant Fund Documents; or
- (v) any other event that may have, in the opinion of the Calculation Agent, a diluting, concentrative or other effect on the theoretical value of relevant Fund Interests.

**33.04** Following the declaration by a Fund of the terms of any Fund Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Fund Potential Adjustment Event has a diluting, concentrative or other effect on the theoretical value of the relevant Fund Interest and, if so, will make the corresponding adjustment, if any, to any one or more of any of the terms of the Terms and Conditions and/or the applicable Issue Terms as the Calculation Agent in its sole and absolute discretion, determines appropriate to account for that diluting, concentrative or other effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends or liquidity relative to the relevant Fund Interest) and determine the effective date of that adjustment.

Upon the making of any such adjustment by the Calculation Agent, the Issuer shall give notice as soon as reasonably practicable to the Holders in accordance with Condition 11, stating the adjustment to any of the terms of the Terms and Conditions, and/or the applicable Issue Terms and giving brief details of the Fund Potential Adjustment Event, provided that any failure to give, or non receipt of, such notice will not affect the validity of any such adjustment.

### 33.05 Definitions (Funds other than Exchange Traded Funds)

**“Averaging Date”** means, in respect of an Actual Exercise Date or Redemption Date, as the case may be, each date specified as an Averaging Date in the applicable Issue Terms.

**“Basket of Funds”** means a basket composed of the Funds specified in the applicable Issue Terms in the relative Weightings or numbers of Funds specified in the applicable Issue Terms.

**“Fund”** means, subject to adjustment in accordance with these Conditions, each fund specified in the applicable Issue Terms and related expressions shall be construed accordingly.

**“Fund Administrator”** means the fund administrator, manager, trustee or similar person with the primary administrative responsibilities for a Fund according to the relevant Fund Documents.

**“Fund Adviser”** means any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser).

**“Fund Documents”** means the constitutive and governing documents, subscription agreements and other agreements of a Fund specifying the terms and conditions relating to the related Fund Interest, as amended from time to time.

**“Fund Interest”** means, subject to adjustment in accordance with these Conditions, each fund interest specified in the applicable Issue Terms and related expressions shall be construed accordingly.

**“Fund Redemption Valuation Date”** means, in respect of a Fund Interest, the date as of which a Fund (or its Fund Service Provider that generally determines such value) would determine the net asset value of such Fund Interest for purposes of calculating the redemption proceeds to be paid to a Hypothetical Investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

**“Fund Service Provider”** means any person who is appointed to provide services, directly or indirectly, to a Fund, whether or not specified in the relevant Fund Documents, including without limitation any Fund Administrator, Fund Adviser, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent or domiciliary agent.

**“Fund Valuation Date”** means a date as of which a Fund (or its Fund Service Provider that generally determines such value) determines the value of the related Fund Interest.

**“Hypothetical Investor”** means a hypothetical or actual investor (as determined by the Calculation Agent in the context of the relevant situation) in Fund Interests which is deemed to have the benefits and obligations, as provided in the relevant Fund Documents, of an investor holding Fund Interests 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 Calculation Agent or any of their affiliates (as determined by the Calculation Agent in the context of the relevant situation).

**“NAV Trigger”** means the percentage specified as such in the applicable Issue Terms.

**“Removal Date”** means, in respect of an Affected Fund Interest, the date on which the Calculation Agent determines that a Hypothetical Investor would receive the Removal Value in respect of a redemption or realisation of such Affected Fund Interest effected as soon as reasonably practicable following the occurrence of the relevant Fund Event.

**“Removal Value”** means, in respect of an Affected Fund Interest, the amount that the Calculation Agent determines a Hypothetical Investor would receive on the redemption or realisation of such Affected Fund Interest at the relevant time, provided that if any such redemption proceeds would comprise non-monetary assets the Removal Value shall include the amount (if any) that the Calculation Agent determines would be received by the Hypothetical Investor in respect of a realisation (in whatsoever manner the Calculation Agent determines appropriate) of such non-monetary assets as soon as reasonably practicable after their receipt.

**“Reporting Disruption Period”** means the period specified as such in the applicable Issue Terms.

**“Scheduled Fund Redemption Valuation Date”** means the date as of which a Fund (or its Fund Service Provider that generally determine such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the net asset value of the related Fund Interest for purposes of calculating the redemption proceeds to be paid to an investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date.

**“Scheduled Fund Valuation Date”** means, in respect of a Fund Interest, a date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to the relevant Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the value of the related Fund Interest or, if the Fund only reports its aggregate net asset value, the date as of which such Fund is scheduled to determine its aggregate net asset value.

**“Valuation Date”** means each Valuation Date specified in the applicable Pricing Supplement.

“**Valuation Time**” means the time specified in the applicable Pricing Supplement.

“**Weighting**” means the weight to be applied to each of the Funds comprising the Basket of Funds, as specified in the applicable Issue Terms.

### **34. Provisions relating to Exchange Traded Funds**

#### **Market Disruption**

**34.01 “Market Disruption Event”** means, in respect of a Fund Share:

- (a) the occurrence or existence at any time during the one hour period that ends at the relevant Valuation Time:
  - (i) of any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise:
    - (A) relating to the relevant Fund Share on such Exchange; or
    - (B) relating to securities that comprise 20 percent. or more of the level of the relevant Underlying Index or any relevant successor index; or
    - (C) in futures or options contracts relating to such Fund Shares or the relevant Underlying Index on any relevant Related Exchange, or
  - (ii) of any event (other than an event described in (b) below) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general to (A) effect transactions in, or obtain market values for, the Fund Shares on the Exchange, (B) effect transactions in, or obtain market values for securities that comprise 20 percent. or more of the level of the relevant Underlying Index, or (C) to effect transactions in, or obtain market values for, futures or options contracts relating to such Fund Shares or the relevant Underlying Index on any relevant Related Exchange,

which in either case the Calculation Agent determines is material; or

- (b) the closure on any Exchange Business Day of any 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 on such Exchange Business Day and (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

**34.02** For the purpose of determining whether a Market Disruption Event exists in respect of a Fund Share at any time, if an event giving rise to a Market Disruption Event occurs in respect of a security included in the relevant Underlying Index at that time, then the relevant percentage contribution of that security, to the level of the relevant Underlying Index shall be based on a comparison of (i) the portion of the level of the relevant Underlying Index attributable to that security, and (ii) the overall level of the relevant Underlying Index immediately before the occurrence of such Market Disruption Event.

The Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 11 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been a Valuation Date provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Disrupted Day.

### **Potential Adjustment Event**

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

- (i) a subdivision, consolidation or reclassification of relevant Fund Shares (unless resulting in a Merger Event or Tender Offer), or a free distribution or dividend of any such Fund Shares to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of the relevant Fund Shares of (A) such Fund Shares or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the ETF equally or proportionately with such payments to holders of such Fund Shares or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the ETF as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by the ETF in respect of relevant Fund Shares that are not fully paid;
- (v) a repurchase by the ETF or any of its subsidiaries of relevant Fund Shares, whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of an ETF, an event that results in any shareholder rights being distributed or becoming separated from Fund Shares of common stock or other shares of the capital stock of the ETF pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

- (vii) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Shares.

Following a 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 relevant Fund Shares and, if so, will (a) make the corresponding adjustment(s), if any, to any one or more of the terms of the Terms and Conditions of the W&C Securities and/or the applicable Issue Terms as the Calculation Agent determines appropriate to account for that diluting or concentrative effect and (b) determine the effective date(s) of that adjustment(s). The Calculation Agent may, but need not, determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of such Potential Adjustment Event made by an options exchange to options on the relevant Fund Shares traded on such options exchange.

Upon the making of any such adjustment, the Calculation Agent shall as soon as is reasonably practicable under the circumstances give notice to the Holders in accordance with Condition 11 stating the adjustment made and giving brief details of the Potential Adjustment Event, provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such adjustment.

**De-listing, Insolvency, Material Underlying Event, Merger Date, Merger Event, Nationalisation, Tender Offer**

**34.04 “De-listing”** means, in respect of any relevant Fund Share, the Exchange announces that pursuant to the rules of such Exchange, such Fund Share ceases (or will cease) to be listed, traded or publicly quoted on such Exchange for any reason (other than a Merger Event or Tender Offer) 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 Global Market or Global Select Market (or their respective successors) or (ii) an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in any member state of the European Union).

If the relevant Fund Shares are immediately re-listed, re-traded or re-quoted on any exchange or quotation system, such exchange or quotation system shall be deemed to be the Exchange in respect of such Fund Shares.

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

**“Material Underlying Event”** means any of the following:

- (i) the investment objectives and/or policies in respect of the ETF are materially changed;
- (ii) an illegality occurs or a relevant authorisation or licence is revoked in respect of the ETF and/or the ETF is required by a competent authority (other than any holder of the Fund Shares) to redeem any Fund Shares;

- (iii) there is a change in any relevant jurisdiction in respect of any payments made by the ETF in respect of any Fund Share as a result of which the amounts paid or to be paid by the Hedging Entity in connection with hedging arrangements relating to the W&C Securities are materially reduced or otherwise adversely affected; and/or
- (iv) any other event occurs in relation to the ETF and/or the Fund Shares which is materially prejudicial to the Issuer in connection with the issue of the W&C Securities or to the Hedging Entity in connection with any hedging arrangements relating to the W&C Securities,

as determined by the Calculation Agent.

**“Merger Date”** means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

**“Merger Event”** means, in respect of any relevant Fund Shares, any (i) reclassification or change of such Fund Shares that results in a transfer of or an irrevocable commitment to transfer all of such Fund Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the ETF with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such ETF is the continuing entity and which does not result in any such reclassification or change of all such Fund Shares outstanding) or (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 Fund Shares of the relevant ETF that results in a transfer of or an irrevocable commitment to transfer all such Fund Shares (other than such Fund Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the ETF or its subsidiaries with or into another entity in which the ETF is the continuing entity and which does not result in a reclassification or change of all such Fund Shares outstanding but results in the outstanding Fund Shares (other than Fund Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Fund Shares immediately following such event (a **“Reverse Merger”**), in each case if the Merger Date is on or before the Valuation Date (or such other date as is specified in the applicable Issue Terms).

**“Nationalisation”** means that all the Fund Shares or all or substantially all the assets of an ETF are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

**“Tender Offer”** means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 10 per cent. and less than 100 per cent. of the outstanding shares, units or interests of the relevant ETF, as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

**“Tender Offer Date”** means, in respect of a Tender Offer, the date on which shares, units or interests in the amount of the applicable percentage threshold are actually purchased or otherwise obtained (as determined by the Calculation Agent).

**34.05** If a De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event occurs in relation to any Fund Share, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:

- (i) require the Calculation Agent, in its sole and absolute discretion, to determine the appropriate adjustment(s), if any, to be made to any one or more of the terms of the Terms and Conditions and/or the applicable Issue Terms to account for the De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event, as the case may be, and determine the effective date(s) of that adjustment(s). The Calculation Agent may (but need not) determine the appropriate adjustment(s) by reference to the adjustment(s) in respect of the De-listing, Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event made by any options exchange to options on the relevant Fund Share traded on that options exchange; or
- (ii) cancel the W&C Securities by giving notice to Holders in accordance with Condition 11. If the W&C Securities are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Security, or Unit, as the case may be, held by it which amount shall be the fair market value of a W&C Security, or Unit, as the case may be, taking into account the Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Material Underlying Event, as the case may be, together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), plus (in the case of Warrants), 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 Condition 11.

Upon the occurrence of a Merger Event, Tender Offer, De-listing, Nationalisation, Insolvency or Material Underlying Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 11 stating the occurrence of the Merger Event, Tender Offer, Nationalisation, Insolvency or Material Underlying Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of any such Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be.

#### **34.06 Correction of the Reference Price**

In the event that any price or level published by an Exchange which is utilised for any calculation or determination made under the W&C Securities is subsequently corrected, the Calculation Agent will in its sole and absolute discretion adjust the terms of the W&C Securities to account for such correction, provided that such correction is published and made available to the public by the relevant Exchange during a period following original publication equal in duration to the period in which a trade in the Fund Share would customarily settle according to the rules of such Exchange, and further provided, that such publication of such correction is made sufficiently (in the sole and absolute discretion of the Calculation Agent) in advance of the Redemption Date, the Settlement Date or the Specified Additional Amount Payment Date, as the case may be, to make such adjustment prior to such relevant date.

## Additional Disruption Events

- 34.07** (a) “**Additional Disruption Event**” means any of Change in Law, Hedging Disruption, Insolvency Filing and/or Increased Cost of Hedging, in each case if specified in the applicable Issue Terms.

“**Change in Law**” means that, on or after the Trade Date (i) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (ii) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines in its sole and absolute discretion that (A) it has become illegal to hold, acquire or dispose of any relevant Fund Share or (B) the Issuer will incur a materially increased cost in performing its obligations in relation to the Fund Linked W&C Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on the tax position of the Issuer and/or the Hedging Entity).

“**Hedging Disruption**” means that the Hedging Entity is unable, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Fund Linked W&C Securities, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

“**Increased Cost of Hedging**” means that the Hedging Entity would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Fund Linked W&C Securities, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or the Hedging Entity shall not be deemed an Increased Cost of Hedging.

“**Insolvency Filing**” means that the ETF institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the ETF shall not be deemed an Insolvency Filing.

- (b) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any of the other Terms and

Conditions and/or the applicable Issue Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or

- (ii) give notice to the Holders in accordance with Condition 11 and cancel the W&C Securities. If the W&C Securities are so cancelled the Issuer will pay an amount to each Holder in respect of each W&C Security or Unit, as the case may be, held by it which amount shall be the fair market value of a W&C Security or a Unit, as the case may be, taking into account the Additional Disruption Event, together with accrued Additional Amounts (if applicable), less the cost to the Hedging Entity of unwinding any underlying related hedging arrangements (including any cost of funding in respect of such hedging arrangements), plus (in the case of Warrants), 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 Condition 11.
- (c) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the Holders in accordance with Condition 11, stating the occurrence of the Additional Disruption Event giving details thereof and the action proposed to be taken in relation thereto provided that any failure to give, or non-receipt of, such notice will not affect the validity of the Additional Disruption Event.

#### **34.08 Definitions (Exchange Traded Funds)**

**“Averaging Date”** means each date specified as an Averaging Date in the applicable Issue Terms provided that if such date is not a Scheduled Trading Day, the Averaging Date shall be the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If any Averaging Date is a Disrupted Day, then:

- (i) if ‘Omission’ is specified in the applicable Issue Terms, such Averaging Date will be deemed not to be a relevant Averaging Date for purposes of determining the relevant Reference Price. If through the operation of this provision, no Averaging Date would occur with respect to the relevant Valuation Date, then for the purposes of determining the Reference Price on the final Averaging Date, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day;
- (ii) if ‘Postponement’ is specified in the applicable Issue Terms then, for purposes of determining the Reference Price, such Averaging Date shall be deemed to be a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a date that already is or is deemed to be an Averaging Date for the Fund Linked W&C Securities; or
- (iii) if ‘Modified Postponement’ is specified in the applicable Issue Terms, then:
  - (A) where the W&C Securities relate to a single Fund Share, the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day for the Fund Share shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the Reference Price for that Averaging Date in accordance with sub paragraph (i)(B) of the definition of “Valuation Date” below; or

- (B) where the W&C Securities relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is not applicable, the Averaging Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Averaging Date, and the Averaging Date for each Fund Share affected by the occurrence of a Disrupted Day (each an “**Affected Fund Share**”) shall be the first succeeding Valid Date in relation to such Affected Fund Share. If the first succeeding Valid Date in relation to such Affected Fund Share has not occurred as of the Valuation Time on the eighth Scheduled Trading Day 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 the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day for such Fund Share shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) in respect of the Affected Fund Share and (ii) the Calculation Agent shall determine the Reference Price of the Affected Fund Share for that Averaging Date in accordance with sub paragraph (ii)(B) of the definition of “Valuation Date” below; or
- (C) where the W&C Securities relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is applicable, the Averaging Date for each Fund Share shall be the first succeeding Common Valid Date. If the first succeeding Common Valid Date has not occurred as of the Valuation Time on the eighth Scheduled Trading Day immediately following the original date, that, but for occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of the relevant Scheduled Valuation Date, then (i) that eighth Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that eighth Scheduled Trading Day is already an Averaging Date) and (ii) the Calculation Agent shall determine the relevant Reference Price for each Fund Share for that Averaging Date in accordance with sub paragraph (iii)(B)(x) or (y), as applicable of the definition of “Valuation Date” below; and
- (D) “**Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the relevant Valuation Date does not or is not deemed to occur, and “**Common Valid Date**” shall mean a Scheduled Trading Day that is not a Disrupted Day for any Fund Share comprised in the Basket of Fund Shares and on which another Averaging Date does not or is deemed not to occur.

**“Basket of Fund Shares”** means a basket composed of the Fund Shares specified in the applicable Issue Terms in the relative Weightings or numbers of Fund Shares specified in the applicable Issue Terms.

**“Closing Price”** means the official closing price of the Fund Share on the relevant Exchange.

**“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.

**“ETF”** means any fund which is an exchange traded fund as specified in the applicable Issue Terms, or if not so specified, any fund which the Calculation Agent determines to be an exchange traded fund.

**“Exchange”** means, in relation to a Fund Share, the exchange or principal trading market for such ETF specified in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Fund Shares in respect of such ETF has temporarily relocated.

**“Exchange Business Day”** means any Scheduled Trading Day on which each Exchange and each Related Exchange are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

**“Fund Share”** means a share of each ETF, and references to “holder of Fund Shares” and “Fund Shareholder” shall be construed accordingly.

**“Initial Price”** means the price specified as such in the applicable Issue Terms.

**“Intraday Price”** means the price of a Fund Share observed by the Calculation Agent at any time during the regular trading session hours of the relevant Exchange, without regard to after hours or any other trading outside of the regular trading session hours.

**“Observation Date(s)”** means each date specified as such in the applicable Issue Terms provided that, if such date is not a Scheduled Trading Day, the Observation Date shall be 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 W&C Securities relate to a single Fund Share, the Observation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day. In that case, (i) the eighth Scheduled Trading Day for such Fund Share shall be deemed to be the Observation Date, notwithstanding the fact that such day is a Disrupted Day, and (ii) the Calculation Agent, shall, where practicable in the case of Exempt W&C Securities, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Price in accordance with its good faith estimate of the value of the Fund Share as of the Valuation Time on that eighth Scheduled Trading Day;  
or

- (ii) where the W&C Securities relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is not applicable, the Observation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Observation Date, and the Observation Date for each Fund Share affected by the occurrence of a Disrupted Day (each an “**Affected Fund Share**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Fund Share unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to the Affected Fund Share. In that case, (i) the eighth Scheduled Trading Day shall be deemed to be the Observation Date for the Affected Fund Share, notwithstanding the fact that such day is a Disrupted Day and (ii) the Calculation Agent shall where practicable in the case of Exempt W&C Securities, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Price in accordance with its good faith estimate of the value of the Affected Fund Share as of the Valuation Time on that eighth Scheduled Trading Day; or
- (iii) where the W&C Securities relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is applicable, the Observation Date for each Fund Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day for any Fund Share, unless each of the eight Scheduled Trading Days immediately following the Scheduled Observation Date is a Disrupted Day relating to any Fund Share. In that case, (A) the eighth Scheduled Trading Day shall be deemed to be the Observation Date for each Fund Share (notwithstanding the fact that such day is a Disrupted Day in respect of one or more Fund Shares (each an “**Affected Fund Share**”)); and (B) the Calculation Agent shall determine the Reference Price using (x) in relation to each Fund Share other than an Affected Fund Share, its price as provided in paragraph (ii) of the definition of Reference Price; and (y) in relation to each Affected Fund Share, its price as determined, in the case of Exempt W&C Securities, in the manner set out in the applicable Pricing Supplement, or if not set out or if not practicable in the case of Exempt W&C Securities, as its good faith estimate of the value of the Affected Fund Share as of the Valuation Time on that eighth Scheduled Trading Day.

“**Observation Period**” means the period specified as such in the applicable Issue Terms.

“**Reference Price**” means, unless in the case of an Exempt W&C Security otherwise specified in the applicable Pricing Supplement, in respect of a Valuation Date, Observation Date or Averaging Date:

- (i) where the W&C Securities relate to a single Fund Share, an amount equal to the Specified Price on the relevant date (or the price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) of the Fund Share quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent (or if, in the opinion of the Calculation Agent, no such Specified Price (or, as the case may be, price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) can be determined at such time, unless the relevant date is a Disrupted Day, the Calculation Agent’s good faith estimate of the value of the

Fund Share as at the Valuation Time on the relevant date) or as otherwise determined by the Calculation Agent subject to the provisions of this Condition 34. The amount determined pursuant to the foregoing shall be converted, if Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate and such converted amount shall be the Reference Price; and

- (ii) where the W&C Securities relate to a Basket of Fund Shares, an amount equal to the sum of the values calculated for each Fund Share as the Specified Price (or the price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) of the Fund Share quoted on the relevant Exchange as determined by or on behalf of the Calculation Agent (or if, in the opinion of the Calculation Agent, no such Specified Price (or price at the Valuation Time on the relevant date, if a Valuation Time is specified in the applicable Issue Terms) can be determined at such time, unless the relevant date is a Disrupted Day, the Calculation Agent's good faith estimate of the value of the Fund Share at the Valuation Time on the relevant date), or as otherwise determined by the Calculation Agent subject to the provisions of this Condition 34, multiplied by the relevant Weighting. Each amount determined pursuant to the foregoing shall be converted, if the Exchange Rate is specified as applicable in the applicable Issue Terms, into the Specified Currency at the Exchange Rate and the sum of such converted amounts shall be the Reference Price.

**“Related Exchange”** means, in relation to a Fund Share, each exchange or principal trading market specified as such for such Fund Share in the applicable Issue Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Fund Shares in respect of such Fund Share has temporarily relocated (provided the Calculation Agent has determined that there is comparable liquidity relative to such Fund Shares on such temporary substitute exchange or quotation system as on the original Related Exchange), provided however, that where “All Exchanges” is specified as the Related Exchange in the applicable Issue Terms, “Related Exchange” shall mean each exchange or principal trading market where trading has a material effect (as determined by the Calculation Agent) on the overall market for such Fund Shares.

**“Scheduled Averaging Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Averaging Date.

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

**“Scheduled Observation Date”** means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been an Observation Date.

**“Scheduled Trading Day”** means any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading sessions.

**“Specified Price”** means the Closing Price or the Intraday Price, as specified in the applicable Issue Terms.

**“Trade Date”** means the date specified as such in the applicable Issue Terms.

“**Underlying Index**” means the underlying index specified in the applicable Issue Terms.

“**Valuation Date**” means each date specified as such in the applicable Issue Terms or if such date 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 W&C Securities relate to a single Fund Share, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the eighth Scheduled Trading Day for the Fund Share shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall, where practicable in the case of Exempt W&C Securities, determine the Reference Price in the manner set out in the applicable Pricing Supplement or, if not set out or not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Price in accordance with its good faith estimate of the value of the Fund Share as of the Valuation Time on that eighth Scheduled Trading Day;
- (ii) where the W&C Securities relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is not applicable, the Valuation Date for each Fund Share not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Fund Share affected by the occurrence of a Disrupted Day (each an “**Affected Fund Share**”) shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Fund Share unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Fund Share. In that case, (A) the eighth Scheduled Trading Day for the Affected Fund Share shall be deemed to be the Valuation Date for the Affected Fund Share, notwithstanding the fact that such day is a Disrupted Day and (B) the Calculation Agent shall where practicable in the case of Exempt W&C Securities, determine the Reference Price using, in relation to the Affected Fund Share, a price determined in the manner set out in the applicable Pricing Supplement or, if not set out or if not so practicable or in the case of Non-Exempt W&C Securities, determine the Reference Price in accordance with its good faith estimate of the value of the Affected Fund Share as of the Valuation Time on that eighth Scheduled Trading Day; or
- (iii) where the W&C Securities relate to a Basket of Fund Shares and the applicable Issue Terms provide that “Common Disrupted Days” is applicable, the Valuation Date for each Fund Share shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day for any Fund Share, unless each of the eight Scheduled Trading Days immediately following the Scheduled Valuation Date is a Disrupted Day relating to any Fund Share. In that case, (A) the eighth Scheduled Trading Day shall be deemed to be the Valuation Date for each Fund Share (notwithstanding the fact that such day is a Disrupted Day in respect of one or more Fund Shares (each an “**Affected Fund Share**”)); and (B) the Calculation Agent shall determine the Reference Price using (x) in relation to each Fund Share other than an Affected Fund Share, its price as provided in paragraph (ii) of the definition of Reference Price; and (y) in relation to each Affected Fund Share, its price as

determined, in the case of Exempt W&C Securities, in the manner set out in the applicable Pricing Supplement, or if not set out or if not practicable or in the case of Non-Exempt W&C Securities, as its good faith estimate of the value of the Affected Fund Share as of the Valuation Time on that eighth Scheduled Trading Day.

**“Valuation Time”** means:

- (i) the Valuation Time specified in the applicable Issue Terms or, if no Valuation Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date in relation to each Fund Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time; or
- (ii) where the Specified Price is the Intraday Price, each relevant time at which the Reference Price is determined.

**“Weighting”** means the weight to be applied to each of the Fund Shares comprising the Basket of Fund Shares, as specified in the applicable Issue Terms.

### **35. Commodity Linked W&C Securities**

If the W&C Securities are specified as Commodity Linked W&C Securities in the applicable Issue Terms, then the provisions of this Condition 35 shall apply.

#### **35.01 Market Disruption Event and Disruption Fallback**

If, in the opinion of the Calculation Agent, a Market Disruption Event (as defined below) has occurred and is continuing on the Pricing Date (or, if different, the day on which the price for the Pricing Date would, in the ordinary course, be published by the Price Source), the Relevant Price (or method for determining the Relevant Price) for the Pricing Date will be determined by the Calculation Agent in accordance with the first applicable Disruption Fallback (as set out below) that provides a Relevant Price:

- (a) Market Disruption Event

**“Market Disruption Event”** means the occurrence of any of the following events:

- (i) with respect to all Commodities:
  - (A) Price Source Disruption;
  - (B) Commodity Trading Disruption;
  - (C) Disappearance of Commodity Reference Price; and
  - (D) in the case of an Exempt W&C Security, any additional Market Disruption Events specified in the applicable Pricing Supplement; and
- (ii) with respect to all Commodities other than gold, silver, platinum or palladium:

- (A) Material Change in Formula;
  - (B) Material Change in Content; and
  - (C) in the case of an Exempt W&C Security, any additional Market Disruption Events specified in the applicable Pricing Supplement; and
- (iii) with respect to a Commodity Index:
- (A) a temporary or permanent failure by the applicable exchange or other price source to announce or publish (x) the Commodity Reference Price (provided that the Calculation Agent may, in its sole and absolute discretion, determine that such failure shall not be a Market Disruption Event and (i) shall fall within paragraph (i) of the proviso to the definition of Price Source in Condition 35.06, or (ii) shall be an Index Adjustment Event in respect of such Commodity Index) or (y) the closing price for any futures contract included in the Commodity Index;
  - (B) a material limitation, suspension or disruption of trading in one or more of the futures contracts included in the Commodity Index which results in a failure by the exchange on which each applicable futures contract is traded to report a closing price for such contract on the day on which such event occurs or any succeeding day on which it continues; or
  - (C) the closing price for any futures contract included in the Commodity Index is a “limit price”, which means that the closing price for such contract for a day has increased or decreased from the previous day’s closing price by the maximum amount permitted under applicable exchange rules.

(iv) Disruption Fallback

“**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 in respect of the W&C Securities. A Disruption Fallback is applicable if it is specified in the applicable Issue Terms or, if no Disruption Fallback is specified in the applicable Issue Terms, shall mean:

- (A) with respect to a relevant Commodity (in the following order):
  - I. Fallback Reference Price (if applicable);
  - II. Delayed Publication or Announcement and Postponement (each to operate concurrently with the other and each subject to a period of two consecutive Commodity Business Days (measured from and including the original day that would otherwise have been the Pricing Date)) provided, however, that the price determined by Postponement shall be the Relevant Price only if Delayed Publication or Announcement

does not yield a Relevant Price within those two consecutive Commodity Business Days; and

III. Calculation Agent Determination;

(B) with respect to a Commodity Index the Calculation Agent shall determine the Relevant Price:

(a) using:

(i) with respect to each futures contract included in the Commodity Index which is not affected by the Market Disruption Event, the closing prices of each such contract on the applicable determination date; and

(ii) with respect to each futures contract included in the Commodity Index which is affected by the Market Disruption Event, the closing prices of each such contract on the first day following the applicable determination date on which no Market Disruption Event is occurring with respect to such contract; or

(b) in the case of an Exempt W&C Security, as specified in the applicable Pricing Supplement.

Subject as provided below, the Calculation Agent shall determine the Relevant Price by reference to the closing prices determined in (a)(i) and (a)(ii) above or as provided in (b) above using the then current method for calculating the Commodity Reference Price.

Where a Market Disruption Event with respect to one or more futures contracts included in the Commodity Index has occurred on an applicable determination date and continues to exist as of the relevant Commodity Index Cut-Off Date for such applicable determination date, the Calculation Agent shall determine the Relevant Price on such Commodity Index Cut-Off Date. In calculating the Relevant Price as set out herein, the Calculation Agent shall use the formula for calculating the Commodity Reference Price last in effect prior to the Market Disruption Event.

### **35.02 Adjustments to a Commodity Index**

(a) Successor Index Sponsor Calculates and Reports a Commodity Index

If a relevant Commodity Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor sponsor (the “**Successor Index Sponsor**”) acceptable to the Issuer, 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 Commodity Index, then in each case that index (the “**Successor Index**”) will be deemed to be the Commodity Index.

(b) Modification and Cessation of Calculation of a Commodity Index

If on or prior to a Pricing Date (i) the relevant Index Sponsor makes 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 that Commodity Index in the event of changes in constituent commodities and weightings and other routine events), or (ii) the Index Sponsor permanently cancels a relevant Commodity Index or (iii) the Index Sponsor fails to calculate and announce a relevant Commodity Index and there is no Successor Index Sponsor or Successor Index then the Calculation Agent may at its option (in the case of (i)) and shall (in the case of (ii) and (iii)) (such events (i) (ii) and (iii) to be collectively referred to as “**Index Adjustment Events**”) (provided that the Calculation Agent may, in its sole and absolute discretion, determine that event (iii) shall not be an Index Adjustment Event but (y) shall fall within paragraph (i) of the proviso to the definition of Price Source specified in Condition 35.06, or (z) shall be a Market Disruption Event in respect of such Commodity Index) calculate the Relevant Price using in lieu of the published level for that Commodity Index, the level for that Commodity Index as at the relevant determination date as determined by the Calculation Agent in accordance with the formula for and method of calculating that Commodity Index last in effect prior to the relevant Index Adjustment Event, but using only those futures contracts that comprised that Commodity Index immediately prior to the relevant Index Adjustment Event (other than those futures contracts that have ceased to be listed on any relevant exchange).

### **35.03 Correction to Published Prices**

For purposes of determining or calculating the Relevant Price, if the price published or announced on a given day and used or to be used by the Calculation Agent to determine a Relevant Price is subsequently corrected and the correction is published or announced by the person responsible for that publication or announcement within 30 calendar days after the original publication or announcement (or, if earlier, the day falling two Commodity Business Days preceding the date on which payment of any amount or delivery of any amount of assets to be calculated by reference to such Relevant Price), the Calculation Agent may, in its sole discretion, use such corrected price in such calculation.

### **35.04 Common Pricing**

If with respect to Commodity Linked W&C Securities relating to a Basket of Commodities, “Common Pricing” is specified in the applicable Issue Terms as:

- (i) “Applicable” then, no date will be a Pricing Date unless such date is a day on which all referenced Commodity Reference Prices (for which such date would otherwise be a Pricing Date) are scheduled to be published or announced, as determined on the Trade Date of the Securities; or
- (ii) “Not Applicable” then, if the Calculation Agent determines that a Market Disruption Event has occurred or exists on the Pricing Date in respect of any relevant Commodity and/or Commodity Index (each an “**Affected Commodity**”), the Relevant Price of each Commodity and/or Commodity Index within the basket which is not affected by the occurrence of a Market Disruption Event shall be determined on its scheduled Pricing Date and the Relevant Price for each Affected Commodity shall be determined in accordance with the first applicable Disruption Fallback that provides a Relevant Price.

All determinations made by the Calculation Agent pursuant to this condition will be conclusive and binding on the Holders and the Issuer, except in the case of manifest error.

### **35.05 Commodity Reference Prices**

Subject to this Condition 35, for purposes of determining the Relevant Price for a Commodity or Commodity Index:

#### **Agricultural products:**

##### **(a) Cocoa**

“**COCOA-NYBOT**” means that the price for a Pricing Date will be that day's Specified Price per metric ton of deliverable grade cocoa beans on NYBOT of the First Nearby Month Cocoa Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Cocoa Futures Contract stated in U.S. Dollars, as made public by NYBOT and displayed on the Price Source on that Pricing Date.

##### **(b) Coffee**

“**COFFEE ARABICA-NYBOT**” means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade washed arabica coffee on NYBOT of the First Nearby Month Coffee Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Coffee Futures Contract, stated in U.S. cents, as made public by NYBOT and displayed on the Price Source on that Pricing Date.

##### **(c) Corn**

“**CORN NO. 2 YELLOW-CBOT**” means that the price for a Pricing Date will be that day's Specified Price per bushel of deliverable grade corn on CBOT of the First Nearby Month Corn Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Corn Futures Contract, stated in U.S. cents, as made public by CBOT and displayed on the Price Source on that Pricing Date.

##### **(d) Cotton**

“**COTTON NO. 2-NYBOT**” means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade cotton No. 2 on NYBOT of the First Nearby Month Cotton Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Cotton Futures Contract, stated in U.S. cents, as made public by NYBOT and displayed on the Price Source on that Pricing Date.

##### **(e) Livestock**

(i) “**LEAN HOGS-CME**” means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade lean value hog carcasses on CME of the First Nearby Month Lean Hogs Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Lean Hogs

Futures Contract, stated in U.S. cents, as made public by CME and displayed on the Price Source on that Pricing Date.

- (ii) **“LIVE CATTLE-CME”** means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade live steers on CME of the First Nearby Month Live Cattle Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Live Cattle Futures Contract, stated in U.S. cents, as made public by CME and displayed on the Price Source on that Pricing Date.

**(f) Soybeans**

**“SOYBEANS-CBOT”** means that the price for a Pricing Date will be that day's Specified Price per bushel of deliverable grade soybeans on CBOT of the First Nearby Month Soybeans Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Soybeans Futures Contract, stated in U.S. cents, as made public by CBOT and displayed on the Price Source on that Pricing Date.

**(g) Sugar**

**“SUGAR # 11 (WORLD)-NYBOT”** means that the price for a Pricing Date will be that day's Specified Price per pound of deliverable grade cane sugar on NYBOT of the First Nearby Month Sugar Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Sugar Futures Contract, stated in U.S. cents, as made public by NYBOT and displayed on the Price Source on that Pricing Date.

**(h) Wheat**

**“WHEAT-CBOT”** means that the price for a Pricing Date will be that day's Specified Price per bushel of deliverable grade wheat on CBOT of the First Nearby Month Wheat Futures Contract or if the Pricing Date falls on or after the second Commodity Business Day immediately preceding the First Notice Date, the Second Nearby Month Wheat Futures Contract, stated in U.S. cents, as made public by CBOT and displayed on the Price Source on that Pricing Date.

**Oil and Energy**

**(a) Natural Gas (Henry Hub)**

**“NATURAL GAS-HENRY HUB-NYMEX”** means that the price for a Pricing Date will be that day's Specified Price per MMBTU of deliverable grade natural gas on NYMEX of the First Nearby Month Henry Hub Natural Gas Futures Contract, stated in U.S. Dollars, as made public by NYMEX and displayed on the Price Source on that Pricing Date.

**(b) Oil (WTI)**

**“OIL-WTI-NYMEX”** means that the price for a Pricing Date will be that day's Specified Price per barrel of deliverable grade West Texas Intermediate light sweet crude oil on

NYMEX of the First Nearby Month WTI Futures Contract, stated in U.S. Dollars, as made public by NYMEX and displayed on the Price Source on that Pricing Date.

**(c) Oil (Brent)**

**"OIL-BRENT-IPE"** means that the price for a Pricing Date will be that day's Specified Price per metric barrel of deliverable grade Brent blend crude oil on ICE of the First Nearby Month Brent Futures Contract stated in U.S. Dollars as made public by ICE and displayed on the relevant Price Source on that Pricing Date.

**(d) Gasoline**

**"GASOLINE-RBOB-NYMEX"** means that the price for a Pricing Date will be that day's Specified Price per gallon of deliverable grade New York Harbor unleaded gasoline on the NYMEX of the First Nearby month Gasoline Futures Contract stated in U.S. Dollars as made public by the NYMEX and displayed on the relevant Price Source on that Pricing Date.

**Precious Metals:**

**(a) Gold**

**"GOLD-P.M. FIX"** means that the price for a Pricing Date will be that day's afternoon Gold fixing price per troy ounce of Gold for delivery in London through a member of LBMA authorized to effect such delivery, stated in U.S. Dollars, as calculated by the London Gold Market and displayed on the relevant Price Source on that Pricing Date.

**(b) Platinum**

**"PLATINUM-P.M. FIX"** means that the price for a Pricing Date will be that day's afternoon Platinum fixing price per troy ounce gross of Platinum for delivery in Zurich through a member of LPPM authorized to effect such delivery, stated in U.S. Dollars, as calculated by LPPM and displayed on the relevant Price Source on that Pricing Date.

**(c) Silver**

**"SILVER-FIX"** means that the price for a Pricing Date will be that day's Silver fixing price per troy ounce of Silver for delivery in London through a member of LBMA authorized to effect such delivery, stated in U.S. cents, as calculated by the London Silver Market and displayed on the relevant Price Source on that Pricing Date.

**(d) Palladium**

**"PALLADIUM-P.M. FIX"** means that the price for a Pricing Date will be that day's afternoon Palladium fixing price per troy ounce gross of Palladium for delivery in Zurich through a member of the LPPM authorised to effect such delivery, stated in U.S. Dollars, as calculated by LPPM and displayed on the relevant Price Source on that Pricing Date.

**Base Metals**

**(a) Aluminium**

**“ALUMINIUM-LME CASH”** means that the price for a Pricing Date will be that day's Specified Price per tonne of High Grade Primary Aluminium on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**(b) Copper**

**“COPPER-LME CASH”** means that the price for a Pricing Date will be that day's Specified Price per tonne of Copper Grade A on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**(c) Lead**

**“LEAD-LME CASH”** means that the price for a Pricing Date will be that day's Specified Price per tonne of Standard Lead on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**(d) Nickel**

**“NICKEL-LME CASH”** means that the price for a Pricing Date will be that day's Specified Price per tonne of Primary Nickel on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**(e) Zinc**

**“ZINC-LME CASH”** means that the price for a Pricing Date will be that day's Specified Price per tonne of Special High Grade Zinc on LME deliverable in two days, stated in U.S. Dollars, as determined by LME and displayed on the Price Source on that Pricing Date.

**35.06 Definitions**

**“Basket of Commodities”** means a basket comprising Commodities in their relative proportions or numbers of Commodities, as specified in the applicable Issue Terms.

**“Bloomberg Screen”** means, when used in connection with any designated page and Commodity Reference Price, the display page so designated on the Bloomberg service (or such other page as may replace that page on that service for the purpose of displaying rates or prices comparable to that Commodity Reference Price).

**“Calculation Agent Determination”** means that the Calculation Agent will determine the Relevant Price (or method for determining the Relevant Price), taking into consideration the latest available quotation for the relevant Commodity Reference Price and any other information that in good faith it deems relevant.

**“CBOT”** means the Chicago Board of Trade or its successor.

**“CME”** means the Chicago Mercantile Exchange or its successor.

**“COMEX”** means the COMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

**“Commodity”** and **“Commodities”** means subject to adjustment in accordance with these Conditions, in the case of an issue of Commodity Linked W&C Securities relating to a Basket of Commodities, each commodity and, in the case of an issue of Commodity Linked W&C Securities relating to a single commodity, the commodity, in each case specified in the applicable Issue Terms and related expressions shall be construed accordingly.

**“Commodity Business Day”** means, in respect of each Commodity, a day that is (or, but for the occurrence of a Market Disruption Event, would have been) a day on which the relevant Exchange is open for trading during its regular trading session, notwithstanding any such relevant Exchange closing prior to its scheduled closing time.

**“Commodity Index”** means, subject to adjustment in accordance with these Conditions, an index comprising various commodities or commodity prices, as specified in the applicable Issue Terms.

**“Commodity Index Cut-Off Date”** means, in respect of a Pricing Date (or, if different, the day on which the price for that Pricing Date would, in the ordinary course, be published by the Price Source) the date specified in the applicable Issue Terms, or if not so specified, the day falling two Business Days immediately preceding the date of payment, of the amount calculated in respect of such Pricing Date (or other date as aforesaid), provided that the Commodity Index Cut-Off Date shall not fall earlier than the original date on which such Pricing Date is scheduled to fall (unless otherwise provided in the applicable Issue Terms).

**“Commodity Reference Price”** means (i) in respect of all Commodities, the Commodity Reference Price specified in the applicable Issue Terms and (ii) in respect of a Commodity Index, the Commodity Reference Price specified in the applicable Issue Terms, or if not so specified, the official closing price or level of such Commodity Index.

**“Commodity Trading Disruption”** means the material suspension of, or the material limitation imposed on, trading in the Futures Contract or the Commodity on the Exchange or in any additional futures contract, options contract or commodity on any Exchange.

**“Delayed Publication or Announcement”** means that the Relevant Price for a Pricing Date will be determined based on the Specified Price in respect of the original day scheduled as such Pricing Date that is published or announced by the relevant Price Source retrospectively on the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist (measured from and including the original day that would otherwise have been the Pricing Date) or the Relevant Price continues to be unavailable for two consecutive Commodity Business Days. In that case, the next Disruption Fallback (as defined below) specified in the applicable Issue Terms will apply.

**“Delivery Date”** means the date specified in the applicable Issue Terms.

**“Disappearance of Commodity Reference Price”** means:

- (i) the permanent discontinuation of trading, in the relevant Futures Contract on the relevant Exchange;
- (ii) the disappearance of, or of trading in, the Commodity; or

- (iii) 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 or the Commodity.

**“Exchange”** means in relation to a Commodity, the exchange or principal trading market specified as such for such Commodity in the applicable Issue Terms or Commodity Reference Price.

**“Fallback Reference Price”** means that the Calculation Agent will determine the Relevant Price based on the price for that Pricing Date of the first alternate Commodity Reference Price, if any, specified in the applicable Issue Terms and not subject to a Market Disruption Event.

**“First Notice Date”** means, in respect of a Futures Contract, the first date after which a party to the contract may be required to deliver or take possession of, as applicable, the specified amount of the underlying commodity in respect of such Futures Contract as determined by the relevant Exchange.

**“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.

**“Gold”** means gold bars or unallocated gold complying with the rules of LBMA relating to good delivery and fineness from time to time in effect.

**“ICE”** means the Intercontinental Exchange, or its successor.

**“Index Sponsor”** means, in relation to a Commodity 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 Commodity Index and (b) announces (directly or through an agent) the price or level of such Index on a regular basis, which as of the Issue Date is the index sponsor specified for such Commodity Index in the applicable Issue Terms.

**“LBMA”** means The London Bullion Market Association or its successor.

**“LME”** means The London Metal Exchange Limited or its successor.

**“London Gold Market”** means the market in London on which members of LBMA, amongst other things, quote prices for the buying and selling of Gold.

**“London Silver Market”** means the market in London on which members of LBMA, amongst other things, quote prices for the buying and selling of Silver.

**“LPPM”** means The London Platinum and Palladium Market in London on which members quote prices for the buying and selling of Platinum and Palladium.

**“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 relevant Futures Contract.

**“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.

**“MMBTU”**, **“MMBtu”** and **“mmbtu”** each means one million British thermal units.

**“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 the numerical adjective, so that, for example, (i) **“First Nearby Month”** means the month of expiration of the first Futures Contract to expire following that Pricing Date and (ii) **“Second Nearby Month”** means the month of expiration of the second Futures Contract to expire following that Pricing Date etc.

**“NYBOT”** means the New York Board of Trade or its successor.

**“NYMEX”** means NYMEX Division, or its successor, of the New York Mercantile Exchange, Inc. or its successor.

**“Palladium”** means palladium ingots or plate or unallocated palladium complying with the rules of LPPM relating to good delivery and fineness from time to time in effect.

**“Platinum”** means platinum ingots or plate or unallocated platinum complying with the rules of LPPM relating to good delivery and fineness from time to time in effect.

**“Postponement”** means that the Pricing Date will be deemed, for purposes of the application of the definition of Disruption Fallback, to be the first succeeding Commodity Business Day on which the Market Disruption Event ceases to exist, unless that Market Disruption Event continues to exist for two consecutive Commodity Business Days (measured from and including the original day that would otherwise have been the Pricing Date). In that case, the next Disruption Fallback specified in the definition of Disruption Fallback above will apply.

**“Price Source”** means the publication (or such other origin of reference, including an Exchange) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) specified in the specified Commodity Reference Price or otherwise in the applicable Issue Terms (provided that in respect of a Commodity Index, if the relevant Commodity Reference Price is not published on such Price Source, the Calculation Agent may, in its sole and absolute discretion, (i) use a successor page or publication or alternative source as it considers appropriate, (ii) determine that such non-publication is a Market Disruption Event in respect of such Commodity Index, or (iii) determine that such non-publication is an Index Adjustment Event in respect of the Commodity Index.

**“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, if there is no Specified Price for a Commodity Reference Price, such Commodity Reference Price); or
- (b) the temporary or permanent discontinuance or unavailability of the Price Source.

For these purposes:

- (a) a suspension of the trading in the Futures Contract or the Commodity on any Commodity Business Day shall be deemed to be material only if:

- (i) all trading in the Futures Contract or the Commodity is suspended for the entire Pricing Date; or
  - (ii) all trading in the Futures Contract or the Commodity 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 or such Commodity on such Pricing Date and such suspension is announced less than one hour preceding its commencement; and
- (b) a limitation of trading in the Futures Contract or the Commodity 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 Futures Contract or the Commodity may fluctuate and the closing price, settlement price or afternoon fixing price of the Futures Contract or the Commodity on such day is at the upper or lower limit of that range.

**“Pricing Date”** has the meaning given it in the applicable Issue Terms.

**“Relevant Price”** means for any Pricing Date, the price, expressed as a price per unit of the Commodity or the price or level of the Commodity Index, determined with respect to that day and where, Intraday Price is specified as applicable in the applicable Issue Terms, at any time thereon for the specified Commodity Reference Price calculated as provided in these Conditions and, in the case of an Exempt W&C Security, the applicable Pricing Supplement.

**“Reuters”** means Reuters or its successor.

**“Reuters Screen”** means, when used in connection with any designated page and Commodity Reference Price, the display page so designated on Reuters (or such other page as may replace that page on that service for the purpose of displaying rates or prices comparable to that Commodity Reference Price).

**“Silver”** means silver bars or unallocated silver complying with the rules of LBMA relating to good delivery and fineness from time to time in effect.

**“Specified Price”** means, in respect of a 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 Issue 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; or (O) any other price specified in the applicable Issue Terms.

### **36. Currency Linked W&C Securities**

If the W&C Securities are specified as Currency Linked W&C Securities in the applicable Issue Terms then the provisions of this Condition 36 shall apply.

#### **36.01 Definitions applicable to Currency Linked W&C Securities**

**“Averaging Date”** means each date specified as an Averaging Date in the applicable Issue Terms.

**“Currency Price”** means, in relation to each W&C Security or, in the case of Exercisable Certificates or Warrants, if Units are specified in the applicable Issue Terms, each Unit, as the case may be, in the case of an Exempt W&C Security, the Currency Price specified in the applicable Pricing Supplement, or if not so specified in the applicable Pricing Supplement or in the case of a Non-Exempt W&C Security:

- (i) in the case of Currency Linked W&C Securities relating to a Basket of Subject Currencies, an amount equal to the sum of the values calculated for each Subject Currency as the spot rate of exchange appearing on the FX Price Source at the Valuation Time on (A) if Averaging is not specified in the applicable Issue Terms, the Valuation Date or (B) if Averaging is specified in the applicable Issue Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of such Base Currency for which one unit of the Subject Currency can be exchanged), multiplied by the relevant Weighting; and
- (ii) in the case of Currency Linked W&C Securities relating to a single Subject Currency, an amount equal to the spot rate of exchange appearing on the FX Price Source at the Valuation Time on (A) if Averaging is not specified in the applicable Issue Terms, the Valuation Date or (B) if Averaging is specified in the applicable Issue Terms, an Averaging Date, for the exchange of such Subject Currency into the Base Currency (expressed as the number of units (or part units) of the Base Currency for which one unit of the Subject Currency can be exchanged).

**“FX Business Day”** means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits), or but for the occurrence of a FX Market Disruption Event would have settled payments and been open for general business in each of the Specified Financial Centres specified in the applicable Issue Terms.

**“FX Disrupted Day”** means any FX Business Day on which a FX Market Disruption Event occurs.

**“FX Market Disruption Event”** means the occurrence or existence, as determined by the Calculation Agent in its sole and absolute discretion, of any FX Price Source Disruption, any FX Trading Suspension or Limitation and/or any Inconvertibility Event, in each case if specified in the applicable Issue Terms, and/or, in the case of an Exempt W&C Security, any other event specified as applicable in the applicable Pricing Supplement.

**“FX Price Source(s)”** means, in respect of a Subject Currency, the price source(s) specified in the applicable Issue Terms for such Subject Currency or if the relevant rate is not published or announced by such FX Price Source at the relevant time, the successor or alternative price source or page/publication for the relevant rate as determined by the Calculation Agent in its sole and absolute discretion.

**“FX Price Source Disruption”** means it becomes impossible or otherwise impracticable to obtain and/or execute the relevant rate(s) required to calculate the Currency Price on the Averaging Date or Valuation Date or, if different, the day on which rates for that Averaging Date or Valuation Date, as the case may be, would in the ordinary course be published or announced by the relevant FX Price Source.

**“FX Trading Suspension or Limitation”** means the suspension of and/or limitation of trading in the currencies required to calculate the relevant Currency Price in the Interbank Market provided that such suspension or limitation of trading is material in the opinion of the Calculation Agent.

**“Inconvertibility Event”** means the occurrence, as determined by the Calculation Agent in its sole and absolute discretion, of any action, event or circumstance whatsoever which, from a legal or practical perspective:

- (i) has the direct or indirect effect of hindering, limiting or restricting (i) the convertibility of the relevant Subject Currency into the Base Currency, or (ii) the transfer of the Subject Currency or the Base Currency to countries other than the countries for which the Subject Currency or the Base Currency, as the case may be, is the lawful currency (including without limitation, by way of any delays, increased costs or discriminatory rates of exchange or any current or future restrictions on the repatriation of the Base Currency into the Subject Currency); and
- (ii) results in the unavailability of any relevant Base Currency or Subject Currency in the interbank foreign exchange market in any Specified Financial Centre(s) in accordance with normal commercial practice.

**“Interbank Market”** means the over-the-counter foreign exchange spot market open continuously from and including 5.00 a.m. Sydney time on a Monday in any week to and including 5.00 p.m. New York time on the Friday of such week.

**“Observation Period”** means the period specified as such in the applicable Issue Terms.

**“Specified Financial Centre(s)”** means the financial centre(s) specified in the applicable Issue Terms.

**“Scheduled Valuation Date”** means any original date, that but for the occurrence of an event causing an FX Disrupted Day, would have been a Valuation Date.

**“Valuation Cut-Off Date”** means the Valuation Cut-Off Date specified in the applicable Issue Terms.

**“Valuation Date”** means each date specified as such in the applicable Issue Terms or if that is not FX Business Day the first FX Business Day thereafter unless, in the opinion of the Calculation Agent such day is an FX Disrupted Day. If such day is an FX Disrupted Day, then:

- (i) where the Currency Linked W&C Securities relate to a single Subject Currency, the Valuation Date shall be the first succeeding FX Business Day that is not an FX Disrupted Day, unless each of the FX Business Days up to and including the Valuation Cut-Off Date is an FX Disrupted Day. In that case, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date (notwithstanding the fact that such day is an FX Disrupted Day) and (ii) the Calculation Agent shall, in the case of Exempt W&C Securities, determine the relevant price in the manner set out in the applicable Pricing Supplement or, if not set out or if not practicable or in the case of Non-Exempt W&C Securities, determine the relevant price in accordance with its good faith

estimate of the relevant price as of the Valuation Time on the Valuation Cut-Off Date; or

- (ii) where the Currency Linked W&C Securities relate to a Basket of Subject Currencies, the Valuation Date for each Subject Currency not affected by the occurrence of an FX Disrupted Day shall be the Scheduled Valuation Date and the Valuation Date for each Subject Currency affected (each an "**Affected Subject Currency**") by the occurrence of an FX Disrupted Day shall be the first succeeding FX Business Day that is not an FX Disrupted Day relating to the Affected Subject Currency, unless each of the FX Business Days immediately following the Scheduled Valuation Date up to and including the Valuation Cut-Off Date is an FX Disrupted Day relating to the Affected Subject Currency. In that case, (i) the Valuation Cut-Off Date shall be deemed to be the Valuation Date for the Affected Subject Currency (notwithstanding the fact that such day is an FX Disrupted Day) and (ii) the Calculation Agent shall, in the case of Exempt W&C Securities determine the relevant price using, in relation to the Affected Subject Currency, a price determined in the manner set out in the applicable Pricing Supplement or, if not set out or if not practicable or in the case of Non-Exempt W&C Securities, using its good faith estimate of the price for the Affected Subject Currency as of the Valuation Time on the Valuation Cut-Off Date, and otherwise in accordance with the above provisions.

**"Valuation Time"** means:

- (i) the Valuation Time specified in the applicable Issue Terms; or
- (ii) if Intraday Price is specified as applicable in the applicable Issue Terms, each relevant time at which the Currency Price is determined.

### **37. Additional Payouts Condition**

The following condition (the "**Payout Condition**"), subject to completion in the applicable Final Terms, relates to the payouts in respect of certain W&C Securities as specified below. In particular, certain sections of the Payout Condition will be completed in the applicable Final Terms. Depending upon the relevant Reference Item, the provisions of Condition 30 (Index Linked W&C Securities), Condition 31 (Equity Linked W&C Securities), Condition 22.05 (Physical Settlement) or Condition 26.01 (Redemption – Redeemable Certificates), Condition 32 (Fund Linked W&C Securities) and Condition 34 (Provisions relating to Exchange Traded Funds), Condition 35 (Commodity Linked W&C Securities) or Condition 36 (Currency Linked W&C Securities), as applicable, will apply to the W&C Securities, in each case as amended as set out in this Payout Condition. In the event of any inconsistency between any other provisions of the Terms and Conditions of the W&C Securities and this Payout Condition, this Payout Condition shall prevail. In the event of any inconsistency between (i) other provisions of the Terms and Conditions of the W&C Securities and/or this Payout Condition and (ii) the Final Terms, the Final Terms shall prevail.

#### **37.01 Cash Settlement Amount**

If the W&C Securities are Non-Exempt W&C Securities which are Cash Settled W&C Securities, the provisions of this Condition 37.01 will apply and:

**"Cash Settlement Amount"** means an amount (which may never be less than zero) calculated by the Calculation Agent equal to:

- (a) if Capital Barrier Event is specified as applicable in the applicable Final Terms:
  - (i) if a Capital Barrier Event has occurred:
    - (w) if Cash Settlement Amount 1 is specified in the applicable Final Terms:

Min ([Calculation Amount x Relevant Reference Performance in respect of the Relevant Monitoring Date, Cap]);
    - (x) if Cash Settlement Amount 2 is specified in the applicable Final Terms:

[Calculation Amount x (Relevant Reference Performance in respect of the Relevant Monitoring Date / Capital Barrier Level)];
    - (y) if Cash Settlement Amount 3 is specified in the applicable Final Terms:

Calculation Amount x (P% + [X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or
    - (z) if Cash Settlement Amount 4 is specified in the applicable Final Terms:

Calculation Amount x (X1% + [X% x Max (Floor, K1% - Relevant Reference Performance in respect of the Relevant Monitoring Date)]);
  - (ii) if a Capital Barrier Event has not occurred:
    - (x) if Cash Settlement Amount 7 is specified in the applicable Final Terms:

Calculation Amount x Z%; or
    - (y) otherwise:
      - (A) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%:
        - (1) if Cash Settlement Amount 3 is specified in the applicable Final Terms:

Calculation Amount x (P% + [X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or
        - (2) if Cash Settlement Amount 4 is specified in the applicable Final Terms:

Calculation Amount x (X1% + [X% x Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or

(B) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:

(1) if Cash Settlement Amount 3 is specified in the applicable Final Terms:

Calculation Amount x (P% + [X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)]);

(2) if Cash Settlement Amount 4 is specified in the applicable Final Terms:

Calculation Amount x (X1% + [X% x Max (Floor, K1% - Relevant Reference Performance in respect of the Relevant Monitoring Date)]);

(3) if Cash Settlement Amount 5 is specified in the applicable Final Terms:

Calculation Amount x (P% + [Y% x Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date))]); or

(4) if Cash Settlement Amount 6 is specified in the applicable Final Terms:

Calculation Amount x (X2% + [Y% x Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date – K2%))]);

(b) if Put Strike Event is specified as applicable in the applicable Final Terms:

(i) if a Put Strike Event has occurred:

Calculation Amount x (Relevant Reference Performance in respect of the Relevant Monitoring Date / Put Strike Level); or

(ii) if a Put Strike Event has not occurred:

(x) if Cash Settlement Amount 7 is specified in the applicable Final Terms:

Calculation Amount x Z%; or

(y) otherwise:

- (A) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%:
- (1) if Cash Settlement Amount 3 is specified in the applicable Final Terms:
- Calculation Amount x (P% + [X% x Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or
- (2) if Cash Settlement Amount 4 is specified in the applicable Final Terms:
- Calculation Amount x (X1% + [X% x Max (Floor, K1% – Relevant Reference Performance in respect of the Relevant Monitoring Date)]); or
- (B) if the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:
- (1) if Cash Settlement Amount 5 is specified in the applicable Final Terms:
- Calculation Amount x (P% + [Y% x Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date))]); or
- (2) if Cash Settlement Amount 6 is specified in the applicable Final Terms:
- Calculation Amount x (X2% + [Y% x Min (Cap, Max (Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date – K2%))]);
- (c) if the W&C Securities are specified in the applicable Final Terms as Final Settlement Call W&C Securities:
- (i) where Averaging is not specified in the applicable Final Terms:
- (Settlement Price less, in the case of a Warrant, the Exercise Price) multiplied by the Multiplier; or
- (ii) where Averaging is specified in the applicable Final Terms:
- (the arithmetic mean of the Settlement Prices for all the Averaging Dates less, in the case of a Warrant, the Exercise Price) multiplied by the Multiplier;
- (d) if the W&C Securities are specified in the applicable Final Terms as Final Settlement Put W&C Securities:
- (i) where Averaging is not specified in the applicable Final Terms:
- (Exercise Price less Settlement Price) multiplied by the Multiplier; or

(ii) where Averaging is specified in the applicable Final Terms:

(Exercise Price less the arithmetic mean of the Settlement Prices for all the Averaging Dates) multiplied by the Multiplier;

(e) if the W&C Securities are specified in the applicable Final Terms as Interest Rate Linked Warrants:

(Settlement Price less Exercise Price) x Notional Amount per Warrant x Interest Rate Day Count Fraction;

(f) if the W&C Securities are specified in the applicable Final Terms as Mini-Future Short W&C Securities:

(Calculation Amount x Max [Floor, Relevant Reference Performance in respect of the Relevant Monitoring Date]) / FX Rate in respect of such day;

(g) if the W&C Securities are specified in the applicable Final Terms as IndiCap W&C Securities:

$$\text{Calculation Amount} \times \max \left( a \left( \sum_{i=1}^n W_i * \max(F_i; \min(Cap_i; A_i)) - K \right); Floor \right);$$

(h) if the W&C Securities are specified in the applicable Final Terms as Himalayan W&C Securities:

Calculation Amount x max (F, min (C,  $\alpha$  (R-K))); or

(i) if the W&C Securities are not specified in the applicable Final Terms as Final Settlement Call W&C Securities, Final Settlement Put W&C Securities, or Interest Rate Linked Warrants, Mini-Future Short W&C Securities, IndiCap W&C Securities or Himalayan W&C Securities and neither Capital Barrier Event nor Put Strike Event is specified as applicable in the applicable Final Terms:

Calculation Amount x (100% + X%).

### **37.02 Non-Exempt Trigger Early Exercise W&C Securities and Non-Exempt Trigger Early Redemption W&C Securities**

(a) If the W&C Securities are Non-Exempt W&C Securities which are Warrants or Exercisable Certificates and Condition 22.07 (Trigger Early Exercise) is specified in the applicable Final Terms, the provisions of this Condition 37.02(a) will apply and:

(i) **"Trigger Early Exercise Event"** means Trigger Early Event 1 or Trigger Early Event 2, as specified in the applicable Final Terms; and

(ii) if Trigger Early Exercise Cash Settlement is specified as applicable in the applicable Final Terms:

(x) if Trigger Early Event 2 applies, the relevant Trigger Early Exercise Cash Settlement Amount is an amount (which may never be less than zero) calculated by the Calculation Agent equal to:

(Calculation Amount x Max [Floor, Relevant Reference Performance at such time as the Calculation Agent determines in its sole and absolute discretion within the First Number of Hours of the occurrence of the Trigger Early Exercise Event on the Relevant Monitoring Date related to the Trigger Event Date or at the determination of the Calculation Agent in its sole and absolute discretion, unless the relevant Reference Item is a Currency, if the Trigger Closing occurs before expiry of such First Number of Hours, such time as the Calculation Agent determines in its sole and absolute discretion within the Second Number of Hours of the Trigger Opening on the next Relevant Monitoring Date]) / FX Rate in respect of the relevant day; or

(y) otherwise, the relevant Trigger Early Exercise Cash Settlement Amount is as specified in the applicable Final Terms.

(b) If the W&C Securities are Non-Exempt W&C Securities which are Redeemable Certificates and Condition 26.03 (Trigger Early Redemption) is specified in the applicable Final Terms, the provisions of this Condition 37.02(b) will apply and:

(i) **"Trigger Early Redemption Event"** means Trigger Early Event 1 or Trigger Early Event 2, as specified in the applicable Final Terms; and

(ii) if Trigger Early Redemption Cash Settlement is specified as applicable in the applicable Final Terms:

(x) if Trigger Early Event 2 applies, the relevant Trigger Early Redemption Cash Settlement Amount is an amount (which may never be less than zero) calculated by the Calculation Agent equal to:

(Calculation Amount x Max [Floor, Relevant Reference Performance at such time as the Calculation Agent determines in its sole and absolute discretion within the First Number of Hours of the occurrence of the Trigger Early Redemption Event on the Relevant Monitoring Date related to the Trigger Event Date or at the determination of the Calculation Agent in its sole and absolute discretion, unless the relevant Reference Item is a Currency, if the Trigger Closing occurs before expiry of such First Number of Hours, such time as the Calculation Agent determines in its sole and absolute discretion within the Second Number of Hours of the Trigger Opening on the next Relevant Monitoring Date]) / FX Rate in respect of the relevant day; or

(y) otherwise, the relevant Trigger Early Redemption Cash Settlement Amount is as specified in the applicable Final Terms.

### **37.03 Physical Delivery Payout**

If the W&C Securities are Non-Exempt W&C Securities which are Physical Delivery W&C Securities, the provisions of this Condition 37.03 will apply and:

**"Entitlement"** means:

(Calculation Amount / Initial Valuation) / FX Rate.

"**Settlement Business Day**" means any day on which the Entitlement Clearing System is (or but for the occurrence of a Settlement Disruption Event would have been) open for the acceptance and execution of settlement instructions.

### 38. Additional Definitions relating to the Payout Condition

" $\alpha$ " means:

- (a) if Call Option is specified as applicable in the applicable Final Terms, 1; or
- (b) if Put Option is specified as applicable in the applicable Final Terms, -1.

" $A_i$ " means:

$$\frac{1}{\sum_{t=1}^T c(i,t)} \left( \sum_{t=1}^T c(i,t) * \max(LFi; \min(LCi; Si(t))) \right)$$

" $A_i^{(j)}$ " means, in respect of a Reference Item and an Observation Period, the weighted average of the Single Underlying Relevant Reference Performance in respect of such Reference Item and each Relevant Monitoring Date in the Observation Period, weighted by reference to the Weighting specified for such Relevant Monitoring Date or Observation Period, as the case may be, in the applicable Final Terms.

"**Basket Relevant Reference Performance**" means:

- (a) if Capital Barrier Event 3 or Trigger Early Event 2 applies, in respect of any time, the weighted average of the Single Underlying Relevant Reference Performance in respect of each Reference Item, such time and the Relevant Monitoring Date, weighted by reference to the Weighting specified for such Reference Item in the applicable Final Terms; or
- (b) otherwise, the weighted average of the Single Underlying Relevant Reference Performance in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Weighting specified for such Reference Item in the applicable Final Terms.

"**Best-of Basket Relevant Reference Performance**" means:

- (a) if Capital Barrier Event 3 or Trigger Early Event 2 applies, the Single Underlying Relevant Reference Performance in respect of the Best Performer, the relevant time and the Relevant Monitoring Date; or
- (b) otherwise, the Single Underlying Relevant Reference Performance in respect of the Best Performer and the Relevant Monitoring Date.

"**Best Performer**" means the Reference Item in respect of which the Single Underlying Relevant Reference Performance is, in the determination of the Calculation Agent, the largest positive number, provided that if the Single Underlying Relevant Reference Performance is the same number with respect to two or more Reference Items the Calculation Agent shall determine the Best Performer.

"c" is as specified in the applicable Final Terms.

"C" is as specified in the applicable Final Terms.

"**Calculation Amount**" is as specified in the applicable Final Terms.

"**Cap**" is as specified in the applicable Final Terms.

"**Capital Barrier Event**" means Capital Barrier Event 1, Capital Barrier Event 2 or Capital Barrier Event 3, as specified in the applicable Final Terms.

"**Capital Barrier Event 1**" means the Relevant Reference Performance in respect of the Relevant Monitoring Date is:

- (a) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Capital Barrier Level; or
- (b) if Less than is specified as applicable in the applicable Final Terms, less than the Capital Barrier Level.

"**Capital Barrier Event 2**" means the Relevant Reference Performance in respect of any Relevant Monitoring Date is:

- (a) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Capital Barrier Level; or
- (b) if Less than is specified as applicable in the applicable Final Terms, less than the Capital Barrier Level.

"**Capital Barrier Event 3**" means the Relevant Reference Performance in respect of any time and a Relevant Monitoring Date is:

- (a) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Capital Barrier Level; or
- (b) if Less than is specified as applicable in the applicable Final Terms, less than the Capital Barrier Level.

"**Capital Barrier Level**" is as specified in the applicable Final Terms.

"**Cash Settlement Period**" is as defined in Condition 3.

"**Entitlement Clearing System**" is as specified in the applicable Final Terms.

"**Exchange Rate**" is as specified in the applicable Final Terms.

"**Exercise Price**" is as defined in Condition 3.

"**F**" is as specified in the applicable Final Terms.

"**First Number of Hours**" is as specified in the applicable Final Terms.

"**First Outperformance Reference Item**" is as specified in the applicable Final Terms.

"**Floor**" is as specified in the applicable Final Terms.

"**FX Rate**" means:

- (a) if the W&C Securities are specified in the applicable Final Terms as Mini-Future Short W&C Securities and/or Trigger Early Event 2 applies, in respect of a Relevant Monitoring Date, the Trigger FX Currency/Settlement Currency spot rate of exchange appearing on the Trigger FX Price Source (or any Trigger FX Price Source Successor) at the Trigger FX Valuation Time on such Relevant Monitoring Date (expressed as the number of units (or part units) of the Trigger FX Currency for which one unit of the Settlement Currency can be exchanged) or, if such rate does not so appear on the Trigger FX Price Source (or any Trigger FX Price Source Successor as aforesaid), the rate determined by the Calculation Agent in its sole and absolute discretion from such source(s) and at such time(s) as it determines appropriate, or
- (b)
  - (i) if FX Rate is specified as applicable in the applicable Final Terms, the Exchange Rate in respect of the last occurring Monitoring Date; or
  - (ii) if FX Rate is not specified as applicable in the applicable Final Terms, one.

"**i**" means a Reference Item.

"**Initial Monitoring Date**" means each date specified as such in the applicable Final Terms.

"**Initial Valuation**" is:

- (a) the level or price specified in the applicable Final Terms; or
- (b) if not so specified, Initial Valuation 1, Initial Valuation 2, Initial Valuation 3 or Initial Valuation 4, as specified in the applicable Final Terms.

"**Initial Valuation 1**" means:

- (a) if Capital Barrier Event 3 applies, the Reference Item Level in respect of a Reference Item, the relevant time and the Relevant Initial Monitoring Date; or
- (b) otherwise, the Reference Item Level in respect of a Reference Item and the Relevant Initial Monitoring Date.

"**Initial Valuation 2**" means:

- (a) if Capital Barrier Event 3 applies, the arithmetic average of the Reference Item Levels in respect of a Reference Item, the relevant time and the Initial Monitoring Dates in respect of the Relevant Monitoring Date; or
- (b) otherwise, the arithmetic average of the Reference Item Levels in respect of a Reference Item and the Initial Monitoring Dates in respect of the Relevant Monitoring Date.

"**Initial Valuation 3**" means:

- (a) if Capital Barrier Event 3 applies, the highest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date; or

- (b) otherwise, the highest of the Reference Item Levels in respect of a Reference Item and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date.

**"Initial Valuation 4"** means:

- (a) if Capital Barrier Event 3 applies, the lowest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date; or
- (b) otherwise, the lowest of the Reference Item Levels in respect of a Reference Item and the Initial Monitoring Dates in respect of the Relevant Initial Monitoring Date.

**"Interest Rate Day Count Fraction"** is as defined in Condition 3.

**"J"** means an Observation Period.

**"k<sub>i</sub>"** means the Initial Valuation in respect of a Reference Item.

**"K"** is as specified in the applicable Final Terms.

**"K1%"** is as specified in the applicable Final Terms.

**"K2%"** is as specified in the applicable Final Terms.

**"LC"** is as specified in the applicable Final Terms.

**"LF"** is as specified in the applicable Final Terms.

**"LR<sup>(J)</sup>"** means:

$$\min(LC^{(J)}, \max(LF^{(J)}, P^{(J)}))$$

**"M"** means the number of Observation Periods.

**"Monitoring Date"** means each date specified as such in the applicable Final Terms.

**"Multiplier"** is as defined in Condition 3.

**"n"** means the number of Reference Items.

**"nth"** means the number specified as such in the applicable Final Terms.

**"Outperformance Relevant Reference Performance"** means:

- (a) if Capital Barrier Event 3 or Trigger Early Event 2 applies, an amount equal to (a) the Specified Outperformance Relevant Reference Performance in respect of the First Outperformance Reference Item, the relevant time and the Relevant Monitoring Date minus (b) the Specified Outperformance Relevant Reference Performance in respect of the Second Outperformance Reference Item, the relevant time and the Relevant Monitoring Date; or
- (b) otherwise, an amount equal to (a) the Specified Outperformance Relevant Reference Performance in respect of the First Outperformance Reference Item and the Relevant Monitoring Date minus (b) the Specified Outperformance Relevant Reference

Performance in respect of the Second Outperformance Reference Item and the Relevant Monitoring Date.

"P%" is as specified in the applicable Final Terms.

"P<sub>i</sub><sup>(j)</sup>" means:

$$(A_i^{(j)} / k_i) - 1.$$

"P<sub>0</sub><sup>(j)</sup>" means:

$$\frac{1}{n} \sum_{i=1}^n P_i^{(j)}$$

"P<sup>(j)</sup>" means:

- (a) If Ranked Performance is specified in the applicable Final Terms, P<sub>i</sub><sup>(j)</sup> in respect of the Ranked Reference Item; or
- (b) If Average Performance is specified in the applicable Final Terms, P<sub>0</sub><sup>(j)</sup>.

"Put Strike Event" means the Relevant Reference Performance in respect of any Relevant Monitoring Date is less than the Put Strike Level.

"Put Strike Level" is as specified in the applicable Final Terms.

"R" means:

- (a) if Average Return is specified as applicable in the applicable Final Terms:

$$\frac{1}{M} \sum_{j=1}^M LR^{(j)}$$

- (b) if Summed Return is specified as applicable in the applicable Final Terms:

$$\sum_{j=1}^M LR^{(j)} ; \text{ or}$$

- (c) if Compounded Return is specified as applicable in the applicable Final Terms:

$$\prod_{j=1}^M (1 + LR^{(j)}) - 1$$

"Ranked Reference Item" means the Reference Item in respect of which P<sub>i</sub><sup>(j)</sup> is, in the determination of the Calculation Agent, ranked as the nth number (for which purposes the largest positive P<sub>i</sub><sup>(j)</sup> (or, if none, the smallest negative P<sub>i</sub><sup>(j)</sup>) will be ranked as the first number), provided that if P<sub>i</sub><sup>(j)</sup> is the same number with respect to two or more Reference Items the Calculation Agent shall determine the Ranked Reference Item.

"Ranked Relevant Reference Performance" means:

- (a) if Capital Barrier Event 3 or Trigger Early Event 2 applies, the weighted average of the Single Underlying Relevant Reference Performances in respect of each Reference Item, the relevant time and the Relevant Monitoring Date, weighted by reference to the Ranked Weighting which will be allocated to such Reference Item on

the basis of the ranking of the relevant Single Underlying Relevant Reference Performance; or

- (b) otherwise, the weighted average of the Single Underlying Relevant Reference Performances in respect of each Reference Item and the Relevant Monitoring Date, weighted by reference to the Ranked Weighting which will be allocated to such Reference Item on the basis of the ranking of the relevant Single Underlying Relevant Reference Performance.

**"Ranked Weighting"** is as specified in the applicable Final Terms.

**"Reference Item Level"** means the Settlement Price assuming for such purposes that the W&C Securities relate to a single Reference Item.

**"Relevant Initial Monitoring Date"** means each Initial Monitoring Date specified as such in the applicable Final Terms.

**"Relevant Monitoring Date"** means each Monitoring Date specified as such in the applicable Final Terms.

**"Relevant Reference Performance"** means Single Underlying Relevant Reference Performance, Basket Relevant Reference Performance, Best-of Basket Relevant Reference Performance, Outperformance Relevant Reference Performance, Ranked Relevant Reference Performance or Worst-of Basket Relevant Reference Performance, as specified in the applicable Final Terms.

**"Relevant Valuation"** means Relevant Valuation 1, Relevant Valuation 2, Relevant Valuation 3 or Relevant Valuation 4, as specified in the applicable Final Terms.

**"Relevant Valuation 1"** means:

- (a) for the purposes of Capital Barrier Event 3 or Trigger Early Event 2, the Reference Item Level in respect of a Reference Item, the relevant time and the Relevant Monitoring Date; or
- (b) otherwise, the Reference Item Level in respect of a Reference Item and the Relevant Monitoring Date.

**"Relevant Valuation 2"** means:

- (a) for the purposes of Capital Barrier Event 3, the arithmetic average of the Reference Item Levels in respect of a Reference Item, the relevant time and the Monitoring Dates in respect of the Relevant Monitoring Date; or
- (b) otherwise, the arithmetic average of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.

**"Relevant Valuation 3"** means:

- (a) for the purposes of Capital Barrier Event 3, the highest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Monitoring Dates in respect of the Relevant Monitoring Date; or

- (b) otherwise, the highest of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.

**"Relevant Valuation 4"** means:

- (a) for the purposes of Capital Barrier Event 3, the lowest of the Reference Item Levels in respect of a Reference Item, the relevant time and the Monitoring Dates in respect of the Relevant Monitoring Date; or
- (b) otherwise, the lowest of the Reference Item Levels in respect of a Reference Item and the Monitoring Dates in respect of the Relevant Monitoring Date.

**"S"** means Single Underlying Relevant Reference Performance in respect of the Relevant Monitoring Date.

**"Second Number of Hours"** is as specified in the applicable Final Terms.

**"Second Outperformance Reference Item"** is as specified in the applicable Final Terms.

**"Settlement Price"** is as defined in Condition 3.

**"Single Underlying Relevant Reference Performance"** means:

- (a) for the purposes of a Capital Barrier Event or Put Strike Event:
  - (i) if Capital Barrier Event 3 applies:
    - (x) if Final – Initial Level is specified as applicable in the applicable Final Terms:

Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date / Initial Valuation, if applicable, in respect of the relevant time and the Relevant Initial Monitoring Date; or
    - (y) otherwise:

Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date; or
  - (ii) if Capital Barrier Event 3 does not apply:
    - (x) if Final – Initial Level is specified as applicable in the applicable Final Terms:

Relevant Valuation in respect of the Relevant Monitoring Date / Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date; or
    - (y) otherwise:

Relevant Valuation in respect of the Relevant Monitoring Date;
- (b) if the W&C Securities are specified in the applicable Final Terms as Mini-Future Short W&C Securities and/or Trigger Early Event 2 applies:

- (i) for the purposes of determining Trigger Early Event 2 and the Trigger Early Exercise Cash Settlement Amount or Trigger Early Redemption Cash Settlement Amount, as applicable:

Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date - Relevant Valuation in respect of the relevant time and the Relevant Monitoring Date; or

- (ii) for the purposes of determining the Cash Settlement Amount:

Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date – Relevant Valuation in respect of the Relevant Monitoring Date; or

- (c) if the W&C Securities are specified in the applicable Final Terms as Himalayan W&C Securities:

Relevant Valuation in respect of the Relevant Monitoring Date; or

- (d) for other purposes:

Relevant Valuation in respect of the Relevant Monitoring Date / Initial Valuation, if applicable, in respect of the Relevant Initial Monitoring Date.

**"Specified Outperformance Relevant Reference Performance"** means Basket Relevant Reference Performance, Best-of Basket Relevant Reference Performance, Ranked Relevant Reference Performance, Single Underlying Relevant Reference Performance or Worst-of Basket Relevant Reference Performance, as specified in the applicable Final Terms.

**"t"** means a Relevant Monitoring Date.

**"T"** means the number of Relevant Monitoring Dates.

**"Trigger Barrier Level"** is as specified in the applicable Final Terms.

**"Trigger Closing"** means:

- (a) where the Reference Item is an Index:
  - (i) where the Index is not specified in the applicable Final Terms as being a Multi-Exchange Index, the actual closing time for the Exchange's regular trading session; or
  - (ii) where the Index is specified in the applicable Final Terms as being a Multi-Exchange Index, the time at which the official closing level of the Index is calculated and published by the Index Sponsor;
- (b) where the Reference Item is an Equity or an ETF Fund Share, the actual closing time for the Exchange's regular trading session; or
- (c) where the Reference Item is a Commodity, the actual closing time for the regular trading session of the market or exchange determined by the Calculation Agent to be relevant for trading in such Commodity (which, for the avoidance of doubt, may be the Exchange),

all as determined by the Calculation Agent in its sole and absolute discretion.

**"Trigger Early Event 1"** means the Relevant Reference Performance in respect of a Relevant Monitoring Date is:

- (a) if Lower Trigger Barrier is specified as applicable in the applicable Final Terms:
  - (i) if Equal to or Greater than is specified as applicable in the applicable Final Terms, equal to or greater than the Trigger Barrier Level; or
  - (ii) if Greater than is specified as applicable in the applicable Final Terms, greater than the Trigger Barrier Level; and/or
- (b) if Upper Trigger Barrier is specified as applicable in the applicable Final Terms:
  - (i) if Equal to or Less than is specified as applicable in the applicable Final Terms, equal to or less than the Trigger Barrier Level; or
  - (ii) if Less than is specified as applicable in the applicable Final Terms, less than the Trigger Barrier Level.

**"Trigger Early Event 2"** means the Relevant Reference Performance in respect of any time and a Relevant Monitoring Date in the Trigger Event Period (the **"Trigger Event Date"**) is greater than the Trigger Barrier Level.

**"Trigger Event Period"** is as specified in the applicable Final Terms.

**"Trigger FX Currency"** is as specified in the applicable Final Terms.

**"Trigger FX Price Source"** is as specified in the applicable Final Terms.

**"Trigger FX Price Source Successor"** means:

- (a) the successor display page, other published source, information vendor or provider that has been officially designated by the sponsor of the previous Trigger FX Price Source; or
- (b) if the sponsor has not officially designated a successor display page, other published source, service or provider (as the case may be), the successor display page, other published source, service or provider, if any, designated by the relevant information vendor or provider (if different from the sponsor).

**"Trigger FX Valuation Time"** is as specified in the applicable Final Terms.

**"Trigger Opening"** means:

- (a) where the Reference Item is an Index:
  - (i) where the Index is not specified in the applicable Final Terms as being a Multi-Exchange Index, the actual opening time for the Exchange's regular trading session; or
  - (ii) where the Index is specified in the applicable Final Terms as being a Multi-Exchange Index, the latest actual opening time for the regular trading session

of all the exchanges determined by the Calculation Agent to be relevant for trading in the Component Securities;

- (b) where the Reference Item is an Equity or an ETF Fund Share, the actual opening time for the Exchange's regular trading session; or
- (c) where the Reference Item is a Commodity, the actual opening time for the regular trading session of the market or exchange determined by the Calculation Agent to be relevant for trading in such Commodity (which, for the avoidance of doubt, may be the Exchange),

all as determined by the Calculation Agent in its sole and absolute discretion.

"**Weighting**" or "**w**" is as specified in the applicable Final Terms.

"**Worst-of Basket Relevant Reference Performance**" means:

- (a) if Capital Barrier Event 3 or Trigger Early Event 2 applies, the Single Underlying Relevant Reference Performance in respect of the Worst Performer, the relevant time and the Relevant Monitoring Date; or
- (b) otherwise, the Single Underlying Relevant Reference Performance in respect of the Worst Performer and the Relevant Monitoring Date.

"**Worst Performer**" means the Reference Item in respect of which the Single Underlying Relevant Reference Performance is, in the determination of the Calculation Agent, the smallest positive number, provided that if the Single Underlying Relevant Reference Performance is the same number with respect to two or more Reference Items the Calculation Agent shall determine the Worst Performer.

"**X%**" is as specified in the applicable Final Terms.

"**X1%**" is as specified in the applicable Final Terms.

"**X2%**" is as specified in the applicable Final Terms.

"**Y%**" is as specified in the applicable Final Terms.

"**Z**" is as specified in the applicable Final Terms.

## FORM OF FINAL TERMS FOR NON-EXEMPT W&C SECURITIES

(Set out below is the form of Final Terms which will be completed for each Tranche of W&C Securities issued under the Programme).

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – [Other than with respect to offers of the W&C Securities in [specify jurisdiction(s) for which a PRIIPs KID is being prepared] [during the period[s] [x]-[x] repeats periods as necessary,] [T]/[t]he W&C Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended). Consequently[, save as provided above,] no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the W&C Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the W&C Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") - [To insert notice if classification of the Notes is not "capital markets products other than prescribed capital markets products", pursuant to Section 309B of the SFA or Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].] (N.B. Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA)

**[THE W&C SECURITIES ARE SUBJECT TO CONVERSION IN WHOLE OR IN PART – BY MEANS OF A TRANSACTION OR SERIES OF TRANSACTIONS AND IN ONE OR MORE STEPS – INTO COMMON SHARES OF ROYAL BANK OF CANADA OR ANY OF ITS AFFILIATES UNDER SUBSECTION 39.2(2.3) OF THE CANADA DEPOSIT INSURANCE CORPORATION ACT (CANADA) ("CDIC ACT") AND TO VARIATION OR EXTINGUISHMENT IN CONSEQUENCE AND SUBJECT TO THE APPLICATION OF THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN IN RESPECT OF THE OPERATION OF THE CDIC ACT WITH RESPECT TO THE W&C SECURITIES]**<sup>1</sup>

Final Terms dated •

[Logo]

**ROYAL BANK OF CANADA**  
(a Canadian chartered bank)

Legal entity identifier (LEI): ES7IP3U3RHIGC71XBU11

<sup>1</sup> Legend to be included on front of the Final Terms if the W&C Securities are Bail-inable Securities.

Issue of [*Title of W&C Securities*]  
under the Programme for the Issuance of Securities

[Any person making or intending to make an offer of the W&C Securities may only do so]:

- (i) in those Non-exempt Offer Jurisdictions mentioned in Paragraph [11(f)] of Part B below, provided such person is a Dealer or Authorised Offeror (as such term is defined in the Base Prospectus (as defined below)) and that such 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]<sup>2</sup> in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, in each case, in relation to such offer.

Neither the Issuer nor any Dealer has authorised, nor do they authorise, the making of any offer of W&C Securities in any other circumstances.]<sup>3</sup>

**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 in the Structured Securities Base Prospectus dated October 12, 2018 [and the supplemental Prospectus[es] dated • ]<sup>4</sup> which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (the "**Base Prospectus**"). This document constitutes the Final Terms of the W&C 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 the Issuer and the offer of the W&C Securities is only available on the basis of the combination of these Final Terms and the Base Prospectus. A summary of the W&C Securities (which comprises the summary in the Base Prospectus as completed to reflect the provisions of these Final Terms) is annexed to these Final Terms. The Base Prospectus has been published on the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)), the Central Bank of Ireland (<http://www.centralbank.ie>) and the Issuer ([rbccm.com/privatebanksolutions](http://rbccm.com/privatebanksolutions)) and copies may be obtained from the offices of the Issuer, Royal Bank Plaza, 200 Bay Street, 8<sup>th</sup> Floor, South Tower, Toronto, Ontario, Canada and the offices of the Issuing and Paying Agent, One Canada Square, London E14 5AL, England.]

*[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 this Base Prospectus to tap such a previous issue, the final terms in this Base Prospectus may (and will, if the previous issue was issued under a pre-1 July 2012 Base Prospectus) take a different form to the final terms 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*

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<sup>2</sup> Include this legend only where there is a non-exempt offer of W&C Securities anticipated.

<sup>3</sup> Do not include if the "Prohibition of Sales to EEA Retail Investors" legend and the related selling restriction is applicable in all jurisdictions at all times.

<sup>4</sup> If a supplemental Prospectus amends the Conditions other than for the relevant W&C Securities, only include its details if the Conditions have been amended for the purposes of all future issues under the Programme.

*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*] [and the supplemental Prospectus[es] dated [●]] which are incorporated by reference in the Base Prospectus dated [*current date*] [and the supplemental Prospectus[es] dated [●]]. This document constitutes the Final Terms of the W&C Securities described herein for the purposes of the Prospectus Directive and must be read in conjunction with the Base Prospectus dated [*current date*] [and the supplemental Prospectus[es] dated [●]]<sup>4</sup>, which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive. Full information on the Issuer and the offer of the W&C Securities is only available on the basis of the combination of these Final Terms (including the Conditions) and the [Base Prospectus] dated [*current date*] [and the supplemental Prospectus[es] dated • ]. The Base Prospectus has been published on the website of Euronext Dublin ([www.ise.ie](http://www.ise.ie)), the Central Bank of Ireland (<http://www.centralbank.ie>) and the Issuer ([rbccm.com/privatebanksolutions](http://rbccm.com/privatebanksolutions)) and copies may be obtained from the offices of the Issuer, Royal Bank Plaza, 200 Bay Street, 8<sup>th</sup> Floor, South Tower, Toronto, Ontario, Canada and the offices of the Issuing and Paying Agent, One Canada Square, London E14 5AL, England.]

*[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.]*

[By investing in the W&C Securities each investor represents that:

- (a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to invest in the W&C Securities and as to whether the investment in the W&C Securities is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer or any Dealer as investment advice or as a recommendation to invest in the W&C Securities, it being understood that information and explanations related to the terms and conditions of the W&C Securities shall not be considered to be investment advice or a recommendation to invest in the W&C Securities. No communication (written or oral) received from the Issuer or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the W&C Securities.
- (b) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and the risks of the investment in the W&C Securities. It is also capable of assuming, and assumes, the risks of the investment in the W&C Securities.
- (c) **Status of Parties.** Neither the Issuer nor any Dealer is acting as fiduciary for or adviser to it in respect of the investment in the W&C Securities.]

*[For Interest Rate Linked Warrants, insert:*

These Final Terms relate to the series of Warrants as set out in "Specific Provisions for each Series" below. References herein to "Warrants" shall be deemed to be references to the

relevant Warrants that are the subject of these Final Terms and references to "Warrant" shall be construed accordingly.

### SPECIFIC PROVISIONS FOR EACH SERIES

SERIES NUMBER	NO. OF W&C SECURITIES BEING ISSUED	[NO. OF W&C SECURITIES PER UNIT]	ISIN AND COMMON CODE	ISSUE PRICE PER [W&C SECURITY/UNIT]	EXERCISE PRICE PER WARRANT/UNIT	MINIMUM EXERCISE NUMBER AND INTEGRAL MULTIPLES	MAXIMUM EXERCISE NUMBER AND INTEGRAL MULTIPLES	EXERCISE [PERIOD/DATE]
[●]	[●]	[●]	[●]	[●] per Unit	[insert currency]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●] per Unit	[insert currency]	[●]	[●]	[●]

Each series of Warrants specified above are traded together as a tradeable unit under the following security code:

ISIN: [●]/Common Code: [●].

Investors should note that such tradeable unit is not a separate security and that they may at any time apply to Euroclear or Clearstream, Luxembourg to hold their interest in each relevant Series separately under its respective security codes.]

1. Issuer: Royal Bank of Canada  
 Branch of Account: [ ] [Main Toronto Branch located at 200 Bay Street, Toronto, Ontario, Canada] [London Branch<sup>5</sup>][Not Applicable]
2. [(i)] Series Number: [ ]/[The Series Number is set out in "Specific Provisions for each Series" above]  
 [(ii) Tranche Number: [ ]  
 Date on which the W&C Securities will be consolidated and form a single Series: The W&C Securities will be consolidated and form a single series with [identify earlier Tranches] on [[the Issue Date / Exchange Date referred to in paragraph 57 below] / [specify other date]]
3. Type of W&C Securities: (a) [Redeemable Certificates / Exercisable Certificates [evidencing] [not evidencing] deposits under the *Bank Act* (Canada)]<sup>7</sup> / Warrants]

<sup>5</sup> London Branch should not issue Exercisable Certificates with Additional Amounts payable.

<sup>6</sup> Branch only required for (i) Redeemable Certificates and (ii) Exercisable Certificates that evidence deposits under the *Bank Act* (Canada).

<sup>7</sup> If Exercisable Certificates, you must indicate whether they evidence deposits under the *Bank Act* (Canada) as only such Exercisable Certificates benefit from the gross-up in Condition 12.03. Exercisable Certificates

(b) [Index Linked W&C Securities / Equity Linked W&C Securities / Fund Linked W&C Securities / Currency Linked W&C Securities / Commodity Linked W&C Securities / Interest Rate Linked Warrants]

[Unless the W&C Securities are Interest Rate Linked Warrants, insert.

(c) [Final Settlement [Call]/[Put] W&C Securities] / [Mini-Future Short W&C Securities] / [IndiCap W&C Securities] / [Himalayan W&C Securities]

(N.B. Only Warrants may only be Final Settlement Put W&C Securities)]

4. Bail-inable Securities: [Yes/No]
5. Issue Date: [ ]
6. [(a) Number of W&C Securities being issued: [The number of W&C Securities being issued is [ ]] / [The Number of W&C Securities being issued is set out in "Specific Provisions for each Series" above]
- [(b) Total Number of W&C Securities in issue: The total number of W&C Securities in issue is [ ]
- (NB: Only applicable for fungible issues of W&C Securities)
7. Business Day Centre(s): [The applicable Business Day Centre(s) for the purposes of the definition of "Business Day" in Condition 3 [is/are] [●]] [TARGET2] [Not Applicable]
8. Protection Amount [[●]/[Not Applicable]]
9. Settlement Currency: [ ]
10. Relevant Renminbi Settlement Centre: [[●]/[Not Applicable]]
11. Exchange Rate: The Exchange Rate for conversion of any amount into the relevant Settlement Currency for purposes of determining the Cash

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that are treated as deposits for accounting and regulatory purposes should include the bracketed text and also specify a Branch of Account in 1. above.

Settlement Amount is [*specify*]/Not Applicable]

12. Calculation Agent (and address): [●]
13. RMB Rate Calculation Agent (and address): [[●]/[Not Applicable]]
14. Issue Price: The issue price per [W&C Security / Unit (in relation to Exercisable Certificates and Warrants only)] is [ ] / [The Issue Price per [W&C Security/Unit] is set out in "Specific Provisions for each Series" above]
15. Minimum Trading Size: [Applicable/Not Applicable] [[ ] Units / W&C Securities]
16. Multiplier: [The Multiplier is [●]] / [Not Applicable]

#### **PROVISIONS RELATING TO EXERCISABLE CERTIFICATES AND WARRANTS**

17. Type of [Certificates/Warrants]: [[European/American/Open-Ended /W&C Securities]
- [If American Style:
- [The Exercise Period in respect of the W&C Securities is from and including [ ] to and including [ ] or if [ ] is not an Exercise Business Day, the immediately succeeding Exercise Business Day] /
- [The Exercise Period in respect of the W&C Securities is set out in "Specific Provisions for each Series" above]]
- [If European Style:
- [The Exercise Date in respect of the W&C Securities is [ ], provided that, if such date is not an Exercise Business Day, the Exercise Date shall be the immediately [preceding/succeeding] Exercise Business Day.] /
- [The Exercise Date in respect of the W&C Securities 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 [preceding/succeeding] Exercise Business Day.]]
- [If Open Ended W&C Securities:
- The Exercise Date[s] in respect of the W&C

Securities [is/are] [ ], provided that, if such date is not an Exercise Business Day, the Exercise Date shall be the immediately [preceding/succeeding] Exercise Business Day.]]

[Not Applicable]

18. Settlement Date:

[[In relation to each Actual Exercise Date (*Insert for American Style W&C Securities or Open Ended W&C Securities*)], [the [fifth] Business Day following the [final] [last occurring] date for valuation (howsoever described) in respect of [a/the] [*insert relevant Reference Item(s)*]] [other]]

[Not Applicable]

19. Units:

[W&C Securities must be exercised in Units. [Each Unit consists of [●] W&C Securities.] / [Each Unit consists of the number of W&C Securities per Unit 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" set out below.*)] / [Not Applicable]

20. Exercise Price:

[The Exercise Price per [Warrant/Unit] is [●].] / [The Exercise Price per [Warrant/Unit] is set out in "Specific Provisions for each Series" above.] / [Not Applicable] (*N.B. Only applicable to Warrants*)

21. Automatic Exercise:

[[*If not Finnish W&C Securities:*

Automatic Exercise [applies/does not apply] to the W&C Securities.

Delivery of Exercise Notice:

[Applicable/Not Applicable]

[*For Finnish W&C Securities:*

Automatic Exercise applies as set out in the Conditions.

Delivery of Exercise Notice: Not Applicable as set out in the Conditions]

[Not Applicable]

22. Minimum Exercise Number:

[[The minimum number of W&C Securities that

may be exercised on any day by any Holder is [ ] [and W&C Securities may only be exercised in integral multiples of [ ] W&C Securities in excess thereof.] / [The minimum number and integral multiples in excess thereof of W&C Securities that may be exercised on any day by any Holder is set out in "Specific Provisions for each Series" above]]

[Not Applicable]

23. Maximum Exercise Number: [The maximum number of W&C Securities that must be exercised on any day by any Holder or group of Holders (whether or not acting in concert) is [ ].] / [The maximum number of W&C Securities that must be exercised on any day by any Holder or group of Holders (whether or not acting in concert) is set out in "Specific Provisions for each Series" above] / [Not Applicable] (*N.B. not applicable for European Style W&C Securities*)]

24. Additional Amounts:<sup>8</sup> [Applicable/Not Applicable]

[If Applicable:

- (i) Notional Amount per W&C Security: [ ]
- (ii) Additional Amount Payment Dates: [Each Additional Amount Accrual Date / *specify other*] or, if later, the [fifth] Business Day next following [last occurring] [final] date for valuation (howsoever described) of [a/the] [*insert relevant Reference Item(s)*] for purposes of calculating Additional Amount in respect of the relevant Additional Amount Period.
- (iii) Additional Amount Accrual Dates: [ ]
- (iv) Additional Amount Rate: [ ]
- (v) Additional Amount Rate Day Count Fraction: [Actual/360]  
[Actual/Actual (ISDA)]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[30/360 (Floating) or 30/360 or Bond Basis]

<sup>8</sup> If the Issuer is Royal Bank of Canada, London Branch, there should be no Additional Amounts payable on Exercisable Certificates. In addition, Exercisable Certificates or Warrants that pay Additional Amounts should not be issued to UK investors as it is not clear how such instruments would be treated from a UK tax perspective.

[30E/360 or Eurobond Basis]  
[30E/360 (ISDA)]

(vi) Additional Amount Cut-Off Date: [Exercise Date/specify other]

*(N.B. If Additional Amount should accrue up to the Settlement Date, specify the scheduled calendar Settlement Date, not Settlement Date, otherwise Additional Amount will be payable on postponement.)*

25. Issuer Call Option: [Applicable/Not Applicable]

[If Applicable:

(i) Issuer Call Option Notice Period<sup>9</sup>: Minimum period: [ ] days  
Maximum period: [ ] days

(ii) Call Option Date(s): [ ]

(iii) Call Option Cash Settlement Amount: [●] per [W&C Security/Unit]

26. TLAC Disqualification Event<sup>10</sup> [Applicable/Not Applicable]

[Early Cash Settlement Amount: [ ] per [W&C Security/Unit]]

27. Notice periods for Early Cancellation for Taxation Reasons<sup>9</sup>:

(i) [Minimum period: [ ] days

(ii) Maximum period: [ ] days]

[Not Applicable]

28. Notice periods for Cancellation for Illegality<sup>9</sup>:

(i) [Minimum period: [ ] days

(ii) Maximum period: [ ] days]

[Not Applicable]

29. Trigger Early Exercise [Applicable/Not Applicable] *[If not applicable,*

<sup>9</sup> When setting notice periods, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its issuing and paying agent/registrar.

<sup>10</sup> Only an option in respect of Bail-inable Securities.

(Condition 21.07 and Condition 36.02(a)) *delete the remaining sub-paragraphs of this paragraph]*

(i) Trigger Early Exercise Event: [Trigger Early Event 1  
Trigger Early Event 2]

[If Trigger Early Event 1 applies, insert:

(ii) Trigger Barrier Level: [ ]

(iii) Lower Trigger Barrier: [Applicable] / [Not Applicable (if not applicable delete each (A) and (B) option)]

(A) Equal to or Greater than: [Applicable] / [Not Applicable]

(B) Greater than: [Applicable] / [Not Applicable]

(iv) Upper Trigger Barrier [Applicable] / [Not Applicable (if not applicable delete each (A) and (B) option)]

(A) Equal to or Less than: [Applicable] / [Not Applicable]

(B) Less than: [Applicable] / [Not Applicable]

[If Trigger Early Event 2 applies, insert:]

(ii) Floor [ ]/[Not Applicable]

(iii) First Number of Hours; [ ]/[Not Applicable]

(iv) Second Number of Hours; [ ]/[Not Applicable]

(v) Trigger Event Period; [ ]/[Not Applicable]

(vi) Trigger FX Currency; [ ]/[Not Applicable]

(vii) Trigger FX Price Source; [ ]/[Not Applicable]

(viii) Trigger FX Valuation Time [ ]/[Not Applicable]

[(v)][(ix)] Monitoring Date(s): [ ]

[(vi)][(x)] Relevant Monitoring Date(s): [ ]

[(vii)][(xi)] Initial Monitoring Date(s): [ ]/[Not Applicable]

[(viii)][(xii)] Relevant Initial Monitoring Date(s): [ ]/[Not Applicable]

[(ix)][(xiii)] Initial Valuation [ ] /

[Initial Valuation 1

Initial Valuation 2

Initial Valuation 3

Initial Valuation 4]/

[Not Applicable]

[(x)][(xiv)] Relevant Valuation:

[Relevant Valuation 1

Relevant Valuation 2

Relevant Valuation 3

Relevant Valuation 4]

/ [Not Applicable]

[(xi)][(xv)] Relevant  
Performance:

Reference

[Basket Relevant Reference Performance

Best-of Basket Relevant Reference  
Performance

Outperformance Relevant Reference  
Performance

*[If Outperformance Relevant Reference  
Performance, insert:*

First Outperformance Reference Item: [ ]

Second Outperformance Reference Item: [ ]

Specified Outperformance Relevant Reference  
Performance:

[Basket Relevant Reference Performance

Best-of Basket Relevant Reference  
Performance

Ranked Relevant Reference Performance

Single Underlying Relevant Reference  
Performance

Worst-of Basket Relevant Reference  
Performance]]

Ranked Relevant Reference Performance

*[If Ranked Relevant Reference Performance, insert:*

*Ranked Weighting: [specify a weighting per ranked Single Underlying Relevant Reference Performance]*

Single Underlying Relevant Reference Performance

Worst-of Basket Relevant Reference Performance]

/ [Not Applicable]

[(xii)][(xvi)] Trigger Early Exercise Date: [ ]

[(xiii)][(xvii)] Trigger Early Exercise Cash Settlement: [Applicable/Not Applicable]

[If Applicable:

Trigger Early Exercise Cash Settlement Amount: [[●] per [W&C Security/Unit]][Condition 36.02(a)(ii)(x) applies]

Trigger Early Exercise Cash Settlement Amount includes amount in respect of accrued additional amounts: [Yes: no additional amount in respect of accrued additional amounts to be paid / No: together with the Trigger Early Exercise Cash Settlement Amount, accrued additional amounts shall also be paid]/[Not Applicable]

## PROVISIONS RELATING TO REDEEMABLE CERTIFICATES

30. Redemption Date: [[ ] or, if later, the [second] Business Day next following [last occurring] [final] date for valuation (howsoever described) in respect of [a/the] [*insert relevant Reference Item(s)*]

[Not Applicable]

31. Additional Amounts: [Applicable/Not Applicable]

[If Applicable:

(i) Notional Amount per [ ] Redeemable Certificate:

(ii) Additional Amount Payment Dates: [Each Additional Amount Accrual Date / *specify other*] or, if later, the [second] Business Day next following the [last occurring] [final] date for

valuation (howsoever described) in respect of [a/the] [*insert relevant Reference Item(s)*] for purposes of calculating additional amount in respect of the relevant Additional Amount Period.

- (iii) Additional Amount Accrual Dates: [ ]
- (iv) Additional Amount Rate: [ ]
- (v) Additional Amount Rate Day Count Fraction: [Actual/360]  
[Actual/Actual (ISDA)]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[30/360 (Floating) or 30/360 or Bond Basis]  
[30E/360 or Eurobond Basis]  
[30E/360 (ISDA)]
- (vi) Additional Amount Cut-Off Date: [*specify date*]

*(N.B. If Additional Amount should accrue up to the Redemption Date, specify the scheduled calendar Redemption Date, not Redemption Date, otherwise Additional Amount will be payable on postponement.)*

32. Issuer Call Option: [Applicable/Not Applicable]

[If Applicable:

- (i) Issuer Call Option Notice Period<sup>9</sup>: Minimum period: [ ] days  
Maximum period: [ ] days
- (ii) Call Option Date(s): [ ]
- (iii) Call Option Cash Settlement Amount: [●] per Redeemable Certificate]]

33. TLAC Disqualification Event<sup>11</sup> [Applicable/Not Applicable]

[Early Cash Settlement Amount: [ ] per Redeemable Certificate]

34. Notice periods for Early Redemption for Taxation Reasons<sup>9</sup>:

- (i) [Minimum period: [ ] days
- (ii) Maximum period: [ ] days]

<sup>11</sup> Only an option in respect of Bail-inable Securities.

- [Not Applicable]
35. Notice periods for Redemption for Illegality<sup>9</sup>:
- (i) [Minimum period: [ ] days]
- (ii) Maximum period: [ ] days]
- [Not Applicable]
36. Holder Put Option:<sup>12</sup> [Applicable/ Not Applicable]
- [If Applicable:
- (i) Holder Put Option Notice Minimum period: [ ] days  
 Period<sup>9</sup>: Maximum period: [ ] days
- (ii) Put Option Cash Settlement:
- (iii) Put Option Cash Settlement Amount: [●] per Redeemable Certificate]]
37. Trigger Early Redemption [Applicable/Not Applicable] *[If not applicable, delete the remaining sub-paragraphs of this paragraph]*
- (Condition 25.03 and Condition 36.02(b))
- (i) Trigger Early Redemption Event: [Trigger Early Event 1  
 Trigger Early Event 2]
- [If Trigger Early Event 1 applies, insert:*
- (ii) Trigger Barrier Level: [ ]
- (iii) Lower Trigger Barrier: [Applicable] / [Not Applicable *(if not applicable delete each (A) and (B) option)*]
- (A) Equal to or Greater than: [Applicable] / [Not Applicable]
- (B) Greater than: [Applicable] / [Not Applicable]
- (iv) Upper Trigger Barrier [Applicable] / [Not Applicable *(if not applicable delete each (A) and (B) option)*]

<sup>12</sup> Not an option in respect of Bail-in-able Securities.

(A) Equal to or Less than: [Applicable] / [Not Applicable]

(B) Less than: [Applicable] / [Not Applicable]

[If Trigger Early Event 2 applies, insert:]

(ii) Floor [ ]/[Not Applicable]

(iii) First Number of Hours; [ ]/[Not Applicable]

(iv) Second Number of Hours; [ ]/[Not Applicable]

(v) Trigger Event Period; [ ]/[Not Applicable]

(vi) Trigger FX Currency; [ ]/[Not Applicable]

(vii) Trigger FX Price Source; [ ]/[Not Applicable]

(viii) Trigger FX Valuation Time [Not Applicable]

[(v)][(ix)] Monitoring Date(s): [ ]

[(vi)][(x)] Relevant Monitoring Date(s): [ ]

[(vii)][(xi)] Initial Monitoring Date(s): [ ]/[Not Applicable]

[(viii)][(xii)] Relevant Initial Monitoring Date(s): [ ]/[Not Applicable]

[(ix)][(xiii)] Initial Valuation [ ] /

[Initial Valuation 1

Initial Valuation 2

Initial Valuation 3

Initial Valuation 4]/

[Not applicable]

[(x)][(xiv)] Relevant Valuation: [Relevant Valuation 1

Relevant Valuation 2

Relevant Valuation 3

Relevant Valuation 4]

/ [Not Applicable]

[(xi)][(xv)] Relevant Reference Performance: [Basket Relevant Reference Performance

Best-of Basket Relevant Reference  
Performance

Outperformance Relevant Reference  
Performance

*[If Outperformance Relevant Reference  
Performance, insert:*

First Outperformance Reference Item: [ ]

Second Outperformance Reference Item: [ ]

Specified Outperformance Relevant Reference  
Performance:

[Basket Relevant Reference Performance

Best-of Basket Relevant Reference  
Performance

Ranked Relevant Reference Performance

Single Underlying Relevant Reference  
Performance

Worst-of Basket Relevant Reference  
Performance]]

Ranked Relevant Reference Performance

*[If Ranked Relevant Reference Performance,  
insert:*

*Ranked Weighting: [specify a weighting per  
ranked Single Underlying Relevant Reference  
Performance]]*

Single Underlying Relevant Reference  
Performance

Worst-of Basket Relevant Reference  
Performance]

/ [Not Applicable]

[(xii)][(xvi)] Trigger Early [ ]  
Redemption Date(s):

[(xiii)][(xvii)] Trigger Early [Applicable/Not Applicable]  
Redemption Cash Settlement:

[If Applicable:

Trigger Early Redemption Cash Settlement Amount:  per [W&C Security/Unit]] [Condition 36.02(b)(ii)(x) applies]

Trigger Early Redemption Cash Settlement Amount includes amount in respect of accrued additional amounts: [Yes: no additional amount in respect of accrued additional amounts to be paid / No: together with the Trigger Early Redemption Cash Settlement Amount, accrued Additional Amounts shall also be paid]/[Not Applicable]]

#### PROVISIONS RELATING TO TYPES OF W&C SECURITIES

38. **Multi-Reference Item Linked W&C Securities** [Applicable / Not Applicable]

[if Applicable:

(a) The W&C Securities are linked to each of the Reference Items set out in the table below. The Terms and Conditions of the W&C Securities as completed by the applicable Final Terms shall be construed on the basis that in respect of each Reference Item the Relevant Conditions set out beside such Reference Item in the table below shall apply as the context admits separately and independently in respect of the relevant Reference Item.

(b)	Reference Item	Relevant Conditions
(1)	<input type="checkbox"/>	[Condition <input type="checkbox"/> as completed by item <input type="checkbox"/> below applies]
(2)	<input type="checkbox"/>	[Condition <input type="checkbox"/> as completed by item <input type="checkbox"/> below applies]
(3)	<input type="checkbox"/>	[Condition <input type="checkbox"/> as completed by item <input type="checkbox"/> below applies]

39. **Certain Provisions relating to the calculation of the Cash Settlement Amount** [Applicable]/[Not Applicable] (*Applicable if Condition 36(a), 36(b) or 36(f) applies. If not applicable delete the remaining subparagraphs of this paragraph*)

*(If an item is applicable to more than one circumstance and/or there is more than one Reference Item, complete the relevant particulars for each such circumstance and/or Reference Item as required)*

(i) Capital Barrier Event:

[Applicable] / [Not Applicable]

[Capital Barrier Event 1

Capital Barrier Event 2

Capital Barrier Event 3]

If a Capital Barrier Event has occurred:

[Cash Settlement Amount 1

Cash Settlement Amount 2

Cash Settlement Amount 3

Cash Settlement Amount 4]

If a Capital Barrier Event has not occurred:

Cash Settlement Amount 7]

[If the Relevant Reference Performance in respect of the Relevant Monitoring Date is below 100%;

[Cash Settlement Amount 3

Cash Settlement Amount 4]

If the Relevant Reference Performance in respect of the Relevant Monitoring Date is equal to or greater than 100%:

[Cash Settlement Amount 3

Cash Settlement Amount 4

Cash Settlement Amount 5

Cash Settlement Amount 6]]

[Final – Initial Level: [Applicable] / [Not Applicable]]

- (ii) Put Strike Event: [Applicable] / [Not Applicable]
- [Cash Settlement Amount 3
- Cash Settlement Amount 4
- Cash Settlement Amount 5
- Cash Settlement Amount 6
- Cash Settlement Amount 7]
- [Final – Initial Level: [Applicable] / [Not Applicable]]
- (iii) Mini-Future Short W&C Securities; [Applicable/Not Applicable] *[if not applicable, delete (A) to (C)]*
- (A) Trigger FX Currency: [ ]
- (B) Trigger FX Price Source: [ ]
- (C) Trigger FX Valuation Time: [ ]
- (iv) IndiCap W&C Securities [Applicable/Not Applicable] *[if not applicable, delete (A) to (B)]*
- (A) Call Option: [Applicable/Not Applicable]
- (B) Put Option: [Applicable/Not Applicable]
- (C) c: [ ]
- (v) Himalayan W&C Securities [Applicable/Not Applicable] *[if not applicable, delete (A) to (I)]*
- (A) Call Option: [Applicable/Not Applicable]
- (B) Put Option: [Applicable/Not Applicable]
- (C) C: [ ]
- (D) Ranked Performance: [Applicable/Not Applicable]
- (E) Average Performance: [Applicable/Not Applicable]
- (F) nth: [ ]/[Not Applicable]
- (G) Average Return: [Applicable/Not Applicable]
- (H) Summed Return: [Applicable/Not Applicable]
- (I) Compounded Return: [Applicable/Not Applicable]

- (vi) Monitoring Date(s): [ ]/[Not Applicable]
- (vii) Relevant Monitoring Date(s): [ ]/[Not Applicable]
- (viii) Initial Monitoring Date(s): [ ]/[Not Applicable]
- (ix) Relevant Initial Monitoring Date(s): [ ]/[Not Applicable]
- (x) Capital Barrier Level: [ ]/[Not Applicable] (*if not applicable delete (A) and (B)*)
- (A) Equal to or Less than: [Applicable] / [Not Applicable]
- (B) Less than: [Applicable] / [Not Applicable]
- (xi) Put Strike Level: [ ]/[Not Applicable]
- (xii) Initial Valuation [ ] /
- [Initial Valuation 1  
Initial Valuation 2  
Initial Valuation 3  
Initial Valuation 4]/  
[Not applicable]
- (xiii) Relevant Valuation: [Relevant Valuation 1  
Relevant Valuation 2  
Relevant Valuation 3  
Relevant Valuation 4]  
/ [Not Applicable]
- (xiv) Relevant Reference Performance: [Basket Relevant Reference Performance  
Best-of Basket Relevant Reference Performance  
Outperformance Relevant Reference Performance  
*[If Outperformance Relevant Reference Performance, insert:*

First Outperformance Reference Item: [ ]

Second Outperformance Reference Item: [ ]

Specified Outperformance Relevant Reference Performance:

[Basket Relevant Reference Performance

Best-of Basket Relevant Reference Performance

Ranked Relevant Reference Performance

Single Underlying Relevant Reference Performance

Worst-of Basket Relevant Reference Performance]]

Ranked Relevant Reference Performance

*[If Ranked Relevant Reference Performance, insert:]*

*Ranked Weighting: [specify a weighting per ranked Single Underlying Relevant Reference Performance]]*

Single Underlying Relevant Reference Performance

Worst-of Basket Relevant Reference Performance]

/ [Not Applicable]

- |         |        |                      |
|---------|--------|----------------------|
| (xv)    | Floor: | [ ]/[Not Applicable] |
| (xvi)   | F:     | [ ]/[Not Applicable] |
| (xvii)  | K:     | [ ]/[Not Applicable] |
| (xviii) | LC:    | [ ]/[Not Applicable] |
| (xix)   | LF:    | [ ]/[Not Applicable] |
| (xx)    | Cap:   | [ ]/[Not Applicable] |
| (xxi)   | P%:    | [ ]/[Not Applicable] |

- (xxii) X%: [ ]/[Not Applicable]
- (xxiii) Y%: [ ]/[Not Applicable]
- (xxiv) Z% [ ]/[Not Applicable]
- (xxv) X1%: [ ]/[Not Applicable]
- (xxvi) X2%: [ ]/[Not Applicable]
- (xxvii) K1%: [ ]/[Not Applicable]
- (xxviii) K2%: [ ]/[Not Applicable]
- (xxix) Notional Amount per W&C Security: [ ]/[Not Applicable]
- (xxx) Calculation Amount: [ ]/[Not Applicable]
40. **Currency Linked W&C Securities** [Applicable/Not Applicable] *[If not applicable, delete the remaining sub-paragraphs of this paragraph]*
- (i) Base Currency/Subject Currency: [ ]
- (ii) FX Market Disruption Event(s): [FX Price Source Disruption]  
[FX Trading Suspension or Limitation]  
[Inconvertibility Event]
- (iii) FX Price Source(s): [ ]
- (iv) Averaging: Averaging [applies/does not apply] to the Certificates. [The Averaging Dates are [ ]].
- (v) Observation Period(s): [Each Scheduled Trading Day from (and including) [●] / the Trade Date] to (and including) [●] / the Valuation Date] *[Specify]* / [Not Applicable]
- (vi) Valuation Date: [ ]/[Not Applicable]
- (vii) Valuation Cut-Off Date: [ ]
- (viii) Valuation Time: [Condition 15.02 applies] / [ ]
- (ix) Intraday Price: [Applicable] / [Not Applicable]
- (x) Weighting or w: [●]/[Not Applicable]
41. **Commodity Linked W&C Securities:** [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (i) Commodity/Basket of Commodities/Commodity Index/Basket of Commodity Indices:
- [Cocoa]
  - [Coffee]
  - [Corn]
  - [Cotton]
  - [Lean Hogs]
  - [Live Cattle]
  - [Soybeans]
  - [Sugar]
  - [Wheat]
  - [Natural Gas (Henry Hub)]
  - [Oil (WTI)]
  - [Oil (Brent)]
  - [Gasoline]
  - [Gold]
  - [Platinum]
  - [Silver]
  - [Palladium]
  - [Aluminium]
  - [Copper]
  - [Lead]
  - [Nickel]
  - [Zinc]
- [The Sponsor[s] of the Commodity Index/Indices is/are [●]]
- (ii) Commodity Price: Reference
- [COCOA-NYBOT]
  - [COFFEE ARABICA-NYBOT]
  - [CORN NO. 2 YELLOW-CBOT]
  - [COTTON NO.2-NYBOT]

[LEAN HOGS-CME]  
[LIVE CATTLE-CME]  
[SOYBEANS-CBOT]  
[SUGAR#11 (WORLD)-NYBOT]  
[WHEAT-CBOT]  
[NATURAL GAS-HENRYHUB-NYMEX]  
[OIL-WTI-NYMEX]  
[OIL-BRENT-IPE]  
[GASOLINE-RBOB-NYMEX]  
[GOLD-P.M. FIX]  
[PLATINUM-P.M. FIX]  
[SILVER-FIX]  
[PALLADIUM-P.M. FIX]  
[ALUMINIUM-LME CASH]  
[COPPER-LME CASH]  
[LEAD-LME CASH]  
[NICKEL-LME CASH]  
[ZINC-LME CASH]

(iii) Price Source:

[Bloomberg Screen page "CC1 <CMDTY>  
CT"/ Reuters Screen page "0#CC:"] *[insert  
where the Commodity Reference Price is  
COCOA-NYBOT]*

[Bloomberg Screen page "KC1 <CMDTY>  
CT"/Reuters Screen page "0#KC:"] *[insert  
where the Commodity Reference Price is  
COFFEE ARABICA-NYBOT]*

[Bloomberg Screen page "C 1 <CMDTY>  
CT"/Reuters Screen page "0#C:"] *[insert where  
the Commodity Reference Price is CORN NO.  
2 YELLOW-CBOT]*

[Bloomberg Screen page "CT1 <CMDTY>  
CT"/Reuters Screen page "0#CT:"] *[insert  
where the Commodity Reference Price is  
COTTON NO.2-NYBOT]*

[Bloomberg Screen page "LH1 <CMDTY>

CT"/Reuters Screen page " 0#LH:"] *[insert where the Commodity Reference Price is LEAN HOGS-CME]*

[Bloomberg Screen page "LC1 <CMDTY> CT"/Reuters Screen page "0#LC:"] *[insert where the Commodity Reference Price is LIVE CATTLE-CME]*

[Bloomberg Screen page "S 1 <CMDTY> CT"/Reuters Screen page "0#S:"] *[insert where the Commodity Reference Price is SOYBEANS-CBOT]*

[Bloomberg Screen page "SB1 <CMDTY> CT"/Reuters Screen page "0#SB:"] *[insert where the Commodity Reference Price is SUGAR#11 (WORLD)-NYBOT]*

[Bloomberg Screen page "W 1 <CMDTY> CT"/Reuters Screen page "0#W:"] *[insert where the Commodity Reference Price is WHEAT-CBOT]*

[Bloomberg Screen page "NG1 <CMDTY>"/Reuters Screen page "2NGc1"] *[insert where the Commodity Reference Price is NATURAL GAS-HENRYHUB-NYMEX]*

[Bloomberg Screen page "CL1 <CMDTY>"/Reuters Screen page "2CLc1"] *[insert where the Commodity Reference Price is OIL-WTI-NYMEX]*

[Bloomberg Screen page "CO1 <CMDTY>"/Reuters Screen page "LCOc1"] *[insert where the Commodity Reference Price is OIL-BRENT-IPE]*

[Bloomberg Screen page "XB1 <Comdy>"/Reuters Screen page "2RBc1"] *[insert where the Commodity Reference Price is GASOLINE-RBOB-NYMEX]*

[Bloomberg Screen page "GOLDLNPM <INDEX>"/Reuters Screen page "GOFO"] *[insert where the Commodity Reference Price is GOLD-P.M. FIX]*

[Bloomberg Screen page "PLTMLNPM <INDEX>"/Reuters Screen page "STBL"] *[insert where the Commodity Reference Price is PLATINUM-P.M. FIX]*

[Bloomberg Screen page "SLVRLNPM <INDEX>"/Reuters Screen page "SIFO"] *[insert where the Commodity Reference Price is SILVER-FIX]*

[Bloomberg Screen page "PLDMLNPM <INDEX> "/Reuters Screen page "STBL"] *[insert where the Commodity Reference Price is PALLADIUM-P.M. FIX]*

[Bloomberg Screen page "LOAHDY <CMDTY>"/Reuters Screen page "SETTMAL01"] *[insert where the Commodity Reference Price is ALUMINIUM-LME CASH]*

[Bloomberg Screen page "LOCADY <CMDTY>"/Reuters Screen page "SETTMCU01"] *[insert where the Commodity Reference Price is COPPER-LME CASH]*

[Bloomberg Screen page "LOPBDY <CMDTY>"/Reuters Screen page "SETTMPB01"] *[insert where the Commodity Reference Price is LEAD-LME CASH]*

[Bloomberg Screen page "LONIDY <CMDTY>"/Reuters Screen page "SETTMNI01"] *[insert where the Commodity Reference Price is NICKEL-LME CASH]*

[Bloomberg Screen page "LOZSDY <CMDTY>"/Reuters Screen page "SETTMZN01"] *[insert where the Commodity Reference Price is ZINC-LME CASH]*

[other]

(iv) Exchange:

[NYBOT] *[insert where the Commodity Reference Price is COCOA-NYBOT, COFFEE ARABICA-NYBOT, COTTON NO.2-NYBOT or SUGAR#11 (WORLD)-NYBOT]*

[CBOT] *[insert where the Commodity Reference Price is CORN NO. 2 YELLOW-CBOT, SOYBEANS-CBOT or WHEAT-CBOT]*

[CME] *[insert where the Commodity Reference Price is LEAN HOGS-CME or LIVE CATTLE-CME]*

[NYMEX] *[insert where the Commodity Reference Price is NATURAL GAS-HENRYHUB-NYMEX, OIL-WTI-NYMEX or*

GASOLINE-RBOB-NYMEX]

[ICE] [*insert where the Commodity Reference Price OIL-BRENT-IPE*]

[London Gold Market] [*insert where the Commodity Reference Price is GOLD-P.M. FIX*]

[LPPM] [*insert where the Commodity Reference Price is PLATINUM-P.M. FIX or PALLADIUM-P.M. FIX*]

[London Silver Market] [*insert where the Commodity Reference Price is SILVER-FIX*]

[LME] [*insert where the Commodity Reference Price is ALUMINIUM-LME CASH, COPPER-LME CASH, LEAD-LME CASH, NICKEL-LME CASH or ZINC-LME CASH*]

[other]

- (v) Delivery Date: [●]  
[See Conditions]
- (vi) Pricing Date: [●]
- (vii) Nearby Month: [●]  
[See Conditions]
- (viii) Common Pricing: [Applicable/Not Applicable]  
(N.B. Only applicable in relation to Commodity Linked Certificates relating to a Basket)
- (ix) Disruption Fallback(s): [As set out in Condition 34]  
[Fallback Reference Price: alternate Commodity Reference Price – [●]]  
[Commodity Index Cut-Off Date: [●]]
- (x) Commodity Business Day: [●]
- (xi) Trade Date: [●]
- (xii) Weighting or w: [●]/[Not Applicable]
- (xiii) Specified Price: [high price]  
[low price]

- [average of the high price and the low price]
- [closing price]
- [opening price]
- [bid price]
- [asked price]
- [average of the bid price and the asked price]
- [settlement price]
- [official settlement price]
- [official price]
- [morning fixing]
- [afternoon fixing]
- [spot price]
- [other]
- (xiv) Intraday Price: [Applicable] / [Not Applicable]
- (xv) Observation Period(s); [*Specify*] / [Not Applicable]
42. **Index Linked W&C Security Provisions (Equity Indices only)** [Applicable/Not Applicable] [*If not applicable, delete the remaining sub-paragraphs of this paragraph*]
- (i) Whether the W&C Securities relate to a Basket of Indices or a single Index and the identity of the relevant Index/Indices and details of the relevant Index Sponsor(s) and whether such Index / Indices is a Multi-Exchange Index: [Single Index/Basket of Indices]  
 Index or Indices: [[●]] (*Give details of Index or Indices*)  
 Index Sponsor(s):  
 Multi-Exchange Index: [Yes/No]
- (ii) Averaging Date(s): [The Averaging Dates are [ ]].  
 [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.][Not Applicable]
- (iii) Observation Period(s): [Each Scheduled Trading Day from (and including) [[●]] / the Trade Date] to (and including) [[●]] / the Valuation Date][*Specify*] /

- [Not Applicable]
- (iv) Observation Date(s): [[•]/ Not Applicable]
- (v) Valuation Date(s): [ ] [Not Applicable]
- (vi) Valuation Time: [Condition 29.08 applies/(Specify if other)]
- (vii) Specified Level: [Closing Level / Intraday Level] / [Not Applicable]
- (viii) Additional Disruption Events: [Applicable/Not Applicable]
- [Change in Law]
- [Hedging Disruption]
- [Increased Cost of Hedging]
- (ix) Index Substitution: [Applicable/Not Applicable]
- (x) Exchange(s): [ ]
- (xi) Related Exchange(s): [All Exchanges]/ [ ]
- (xii) Initial Level: [ ]
- (xiii) Trade Date: [Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)] / [Insert Trade Date of related swap transaction (if different from Issue Date)]
- (xiv) Hedging Entity: [Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]
- (xv) Weighting or w: [●]/[Not Applicable]
43. **Equity Linked W&C Security Provisions** [Applicable/Not Applicable] [If not applicable, delete the remaining sub-paragraphs of this paragraph]
- (i) Whether the W&C Securities relate to a Basket of Equities or a single Equity and the identity of the relevant Equity Issuer(s): [Single Equity/Basket of Equities] [Give details of Equity Issuers and Equities, including details of Underlying Equities where applicable]
- (a) Equity/Equities: [Existing ordinary shares of the Equity Issuer]
- (b) Equity Issuer: [•] (Bloomberg code [•]);
- (c) ISIN/Common Code: [•]/[•]
- (ii) Averaging Date(s): [The Averaging Dates are [ ]].]
- [In the event that an Averaging Date is a

- Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]/[Not Applicable]
- (iii) Observation Period(s): [Each Scheduled Trading Day from (and including) [[●] / the Trade Date] to (and including) [[●] / the Valuation Date][Specify] / [Not Applicable]
- (iv) Observation Date(s): [[\*] / Not Applicable]
- (v) Valuation Date(s): [ ]/[Not Applicable]
- (vi) Valuation Time: [Condition 30.05 applies/(Specify if other)]
- (vii) Specified Price: [Closing Price / Intraday Price] / [Not Applicable]
- (viii) Common Disrupted Days: [Applicable/Not Applicable]
- [N.B. May only be applicable in relation to Equity Linked W&C Securities relating to a Basket of Equities.]*
- (ix) Initial Price: [ ]
- (x) Trade Date: [Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)] / [Insert Trade Date of related swap transaction (if different from Issue Date)]
- (xi) Potential Adjustment Events: Applicable/Not Applicable [See Condition 30.02(i)]
- (xii) De-listing: [Applicable/Not Applicable]
- (xiii) Merger Event: [Applicable/Not Applicable]
- (xiv) Nationalisation: [Applicable/Not Applicable]
- (xv) Insolvency: [Applicable/Not Applicable]
- (xvi) Tender Offer: [Applicable/Not Applicable]
- (xvii) Additional Disruption Events: [Applicable/Not Applicable]
- [Change in Law]
- [Hedging Disruption]
- [Increased Cost of Hedging]
- [Insolvency Filing]
- (xviii) Equity Substitution: [Applicable/Not Applicable]

- (xix) Exchange(s): [•]
- (xx) Related Exchange(s): [All Exchanges]/[•]
- (xxi) Exchange Rate: [Applicable/Not Applicable] *[If applicable, insert details]*
- (xxii) Partial Lookthrough Depository Receipt Provisions: [Applicable/Not Applicable]
- (xxiii) Full Lookthrough Depository Receipt Provisions: [Applicable / Not Applicable]
- (xxiv) Hedging Entity: *[Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]*
- (xxv) Weighting or w: [●]/[Not Applicable]
44. **Fund Linked W&C Security Provisions (ETF)** [Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Whether the W&C Securities relate to a single Fund or a Basket of Funds and the identity of the relevant Fund/Funds: [Single Fund / Basket of Funds] *(Give details including Weightings if applicable)*  
 The [•] Fund is an ETF  
 Exchange for each Fund Share: [ ]  
 Related Exchange for each Fund Share: [ ] / All Exchanges]  
 Underlying Index: [ ]
- (ii) Trade Date: [Issue Date *(if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)* / [•] *(Give details)* / Not Applicable] *(Insert Trade Date of related swap transaction (if different from Issue Date))]*
- (iii) Averaging Date(s): [The Averaging Dates are [ ]]  
 [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]/[Not Applicable]
- (iv) Observation Period(s): [Each Scheduled Trading Day from (and including) [[•] / the Trade Date] to (and including) [[•] / the Valuation Date][Specify]] / [Not Applicable]

- (v) Observation Date(s): / Not Applicable]
- (vi) Valuation Date(s): [  ]/[Not Applicable]
- (vii) Valuation Time: [Condition 33.08 applies/(Specify if other)]  
[N.B. Applicable to ETFs only]
- (viii) Specified Price: [Closing Price / Intraday Price] / [Not Applicable]
- (ix) Common Disrupted Days: [Applicable/Not Applicable]  
  
[N.B. May only be applicable in relation to Fund Linked W&C Securities relating to a Basket of Fund Shares.]
- (x) Initial Price: [  ]
- (xi) Additional Disruption Change in Law: [Applicable/Not Applicable]  
Events:  
  
Hedging Disruption: [Applicable/Not Applicable]  
  
Increased Cost of Hedging: [Applicable/Not Applicable]  
  
Insolvency Filing: [Applicable/Not Applicable]
- (xii) Exchange Rate: [  ]/Not Applicable
- (xiii) Hedging Entity: [Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]
- (xiv) Weighting or w: /[Not Applicable]
- (xv) Merger Event: For the purposes of the definition of Merger Event, Merger Date on or before [the Valuation Date/specify other date]
45. **Interest Rate Linked Warrant Provisions:** [Applicable]/[Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Floating Rate Option: [  ]
- (ii) Designated Maturity: [  ]
- (iii) Reset Date: [  ]
- (iv) Interest Rate Day Count Fraction: [Actual/360]  
[Actual/Actual (ISDA)]

[Actual/365 (Fixed)]

[30/360 (Floating) or 30/360 or Bond Basis]

[30E/360 or Eurobond Basis]

[30E/360 (ISDA)]

- (v) Notional Amount per [ ]  
Warrant:
46. Final Settlement Call W&C [Applicable]/[Not Applicable]  
Securities:
47. Final Settlement Put W&C Securities: [Applicable]/[Not Applicable] (*N.B. Only Warrants may be Final Settlement Put W&C Securities*)

### **PROVISIONS FOR PHYSICAL DELIVERY<sup>13</sup>**

48. Relevant Asset(s): [ ]/[Not Applicable]
49. Initial Valuation: [ ]/[Not Applicable]
50. Exchange Rate: [ ]/[Not Applicable]
51. FX Rate: [ ]/[Not Applicable]
52. Entitlement Clearing System: [ ]/[Not Applicable]
53. Notional Amount per W&C Security: [ ]/[Not Applicable]
54. Failure to Deliver due to Illiquidity: [Applicable]/[Not Applicable]
55. Delivery Agent: [ ]/[Not Applicable]

### **GENERAL**

56. Form of W&C Securities: Registered Form: The W&C Securities are to be issued into and transferred through Euroclear and Clearstream, Luxembourg and will be represented by [a Temporary Global W&C Security exchangeable for a Permanent Global W&C Security / a Permanent Global W&C Security]
- [Dematerialized and registered uncertificated book-entry from settled in Euroclear Finland]

<sup>13</sup> Physical delivery of underlying commodities is not permitted.

[CREST Depository Interests (“CDIs”) representing the W&C Securities may also be issued in accordance with the usual procedures of Euroclear UK & Ireland Limited (“CREST”).]

57. Exchange Date: [ ]
58. [The net issue proceeds of the Redeemable Certificates / Exercisable Certificates issued (for purposes of the Programme limit) has been translated into U.S. dollars at the rate of U.S.\$1.00 = [●], producing a sum of:]<sup>14</sup> [U.S.\$●] [Not Applicable]
59. [The implied notional amount of the Warrants / Exercisable Certificates (for purposes of the Programme limit) has been translated into U.S. dollars at the rate of U.S.\$1.00 = [●], producing a sum of:]<sup>15</sup> [U.S.\$●] [Not Applicable]
60. Governing law (if other than [the laws of the Province of Ontario and the federal laws of Canada applicable therein][English Law]<sup>16</sup>) [and jurisdiction]: [English law/Not Applicable] except that, the provisions of Condition 2.02 are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.]
- Each Holder or beneficial owner of any Bail-inable Securities is deemed to attorn to the jurisdiction of the courts in the Province of Ontario with respect to the operation of the CDIC Act and the above laws.][Laws of the Province of Ontario and the federal laws of Canada applicable therein.]<sup>17</sup>
- [Not Applicable]
61. Alternative Currency Payment: [Applicable]/[Not Applicable]
- [If applicable, insert.]

<sup>14</sup> Applicable to Redeemable Certificates and Exercisable Certificates that are deposits under the Bank Act (Canada).

<sup>15</sup> Applicable to Warrants and Exercisable Certificates that are not deposits under the *Bank Act* (Canada).

<sup>16</sup> English law to be inserted for Finnish W&C Securities only.

<sup>17</sup> English law may only be elected in the case of W&C Securities other than Finnish W&C Securities and English law Bail-inable Securities must include Ontario law clause and attornment to the jurisdiction at the Ontario Courts. Use Not Applicable for Finnish W&C Securities as they are governed by English law except where they are Bail-inable Securities and may be governed by either English law (use Not Applicable and include Ontario law clause and attornment to the jurisdiction of the Ontario courts) or Ontario law (use Laws of the Province of Ontario and the federal laws of Canada applicable therein).

Alternative Currency: [specify]

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in these Final Terms.

**THIRD PARTY INFORMATION**

[(Specify 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 (specify source)], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: .....  
Duly authorised

By: .....  
Duly authorised

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

[(i)] Listing/Admission to trading: Application has been made by the Issuer (or on its behalf) for the W&C Securities to be admitted to trading on [specify relevant regulated market (for example the Regulated Market of Euronext Dublin, the Bourse de Luxembourg, Nasdaq Stockholm Exchange or the London Stock Exchange's regulated market) and, if relevant, listing on an official list (for example, the Official List of Euronext Dublin)] with effect from [ ].]

[Application is expected to be made by the Issuer (or on its behalf) for the W&C Securities to be admitted to trading on [specify relevant regulated market (for example the Regulated Market of Euronext Dublin, the Bourse de Luxembourg, Nasdaq Stockholm Exchange or the London Stock Exchange's regulated market) and, if relevant, listing on an official list (for example, the Official List of Euronext Dublin)] with effect from [ ].]  
[Not Applicable.]

*(Where documenting a fungible issue need to indicate that original securities are already admitted to trading.)*

*(Note for a derivative security to be listed on Euronext Dublin, the underlying must be traded on a regulated, regularly operating, recognised open market, unless the underlying or ultimate underlying is a currency, index, interest rate, commodity, a combination of these, or credit linked, or the underlying is a UCITS fund or an investment fund authorised by the Central Bank of Ireland or the competent authority of another EU member state deemed equivalent by Euronext Dublin.)*

[(ii)] Estimate of total expenses related to admission to trading: [•]<sup>18</sup>

### 2. RATINGS

Ratings: [Not Applicable]

[The W&C Securities to be issued [have been] / [are expected to be] rated:]/[The following ratings reflect ratings assigned to W&C Securities of this type issued

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<sup>18</sup> Only required for W&C Securities with a minimum Issue Price of greater than Euro 100,000 (or its equivalent in other currencies on the Issue Date).

under the Programme generally:]

[S&P USA: AA-]

[Moody's USA: A1]

[[Other rating agency]: [     ]]

*[Need to include the full legal name of each rating agency as above and a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*

*[[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 relevant competent authority. [and [insert name of credit rating agency] 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].]*

*[[insert credit rating agency] is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended).][As such [[insert credit rating agency] 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.]]*

*[[Insert credit rating agency] is not established in the European Union and is not registered in accordance with Regulation (EC) No. 1060/2009 (as amended).] [Insert credit rating agency] 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].]*

*[[Insert credit rating agency] 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]/[are expected to be]] endorsed by [insert the name of the relevant EU-registered credit rating agency] in accordance with the CRA Regulation. [Insert the name of the relevant EU-registered credit rating agency] is established in the European Union and registered under the CRA Regulation. [As such [insert the name of the credit rating agency] 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 credit rating agency entity that applied for registration*] may be used in the EU by the relevant market participants.]]

[[*insert credit rating agency*] 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 certified in accordance with such 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 relevant competent authority and [*insert credit rating agency*] 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].]

[[Insert name of credit rating agency] 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 name of credit rating agency*], which is established in the European Union, disclosed the intention to endorse credit ratings of [*insert the legal name of the relevant non-EU credit rating agency entity*], although notification of the corresponding registration decision has not yet been provided by the European Securities and Markets Authority and [*insert name of credit rating agency*] 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 name of credit rating agency*] may be used in the EU by the relevant market participants.]] ]

*(The above disclosure should reflect the rating allocated to W&C Securities of the type being issued under the Programme generally or, where the issue has been*

*specifically rated, that rating.)*

**3. [INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion one of the following statements:

[Save [for any fees payable to the [Managers/Dealers] [and any Authorised Offeror[s]] and] as discussed in ["Subscription and Sale"], so far as the Issuer is aware, no person involved in the offer of the W&C Securities has an interest material to the offer.]

[The Issue Price may include a fee or commission payable to a distributor or third party. Such fee or commission will be determined by reference to a number of factors including but not limited to the redemption or settlement date of the W&C Securities, hedging costs and legal fees. Further details in respect of the fee or commission are available upon request.]

[*Consider any additional conflicts of interest to be included with respect to such W&C Securities*]

[The Issue Price includes a fee or commission of [●] per cent. of the notional amount of the W&C Securities payable to a distributor or third party.]

[*For Hong Kong issuances:* The Issue Price may include a fee or commission payable to a distributor or third party, such a fee or commission will be determined by a number of factors including but not limited to maturity of the W&C Securities, hedging costs and legal fees. Further details in respect of the fee or commission are available upon request.]

[*When adding any other description, consideration should be given as to whether such matters constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.*]

**4. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES**

[(i) Reasons for the offer [ ]  
(See ["Use of Proceeds"] wording in Base Prospectus – if reasons for offer different from that set out in the Base Prospectus will need to include those reasons here and then also complete (ii) and (iii) below.)]

[(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:

●.

*[N.B.: (i) above is required where the reasons for the offer are different from making profit and/or hedging certain risks regardless of the minimum denomination of the securities and where this is the case disclosure of net proceeds and total expenses at (ii) and (iii) above are also required.]*

**5. [[Interest Rate Linked Warrants only - HISTORIC RATES**

Details of historic [LIBOR/EURIBOR/CNH HIBOR/other] rates can be obtained from [Reuters].]

**6. [Index Linked W&C Securities only – PERFORMANCE OF [INDEX/BASKET OF INDICES] [EXPLANATION OF EFFECT ON VALUE OF INVESTMENT] AND OTHER INFORMATION CONCERNING THE UNDERLYING**

*(An example of how the value of the investment is affected by the value of the underlying may be included.)*

*(Need to include details of where past and future performance and volatility of the/each Index/Basket of Indices can be obtained. [Need to include details of where the information about the/each Index / Index Sponsor can be obtained.]*

*[When completing this paragraph, consideration should be given as to whether such terms constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.]*

*[Identify source of all third party information.]*

**7. (Currency Linked W&C Securities Only) PERFORMANCE OF [RATE(S) OF EXCHANGE /CURRENCIES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT [AND OTHER INFORMATION CONCERNING [THE [RATE(S) OF EXCHANGE/CURRENCIES]]**

*(An example of how the value of the investment is affected by the value of the underlying may be included.)*

*(Need to include details of where past and future performance and volatility of the [relevant rates of exchange/currencies] can be obtained.)*

*(When completing this paragraph, consideration should be given as to whether such matters described constitute “significant new factors” and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

*[Identify source of all third party information.]*

**8. (Commodity Linked W&C Securities Only) PERFORMANCE OF [THE COMMODITY/COMMODITY INDEX/BASKET OF COMMODITIES/BASKET OF COMMODITY INDICES], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT [AND OTHER INFORMATION CONCERNING [THE COMMODITY /COMMODITY INDEX/BASKET OF COMMODITIES/COMMODITY INDICES]]**

*(An example of how the value of the investment is affected by the value of the underlying may be included.)*

*(Need to include details of where past and future performance and volatility of [the/each Commodity/Commodity Index/basket of Commodities/basket of Commodity Indices] can be obtained.)*

*(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

*[Identify source of all third party information.]*

**9. (Equity Linked W&C Securities and Fund Linked W&C Securities Only) PERFORMANCE OF EQUITY / BASKET OF EQUITIES / FUND / BASKET OF FUNDS], EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND OTHER INFORMATION CONCERNING THE [EQUITY / BASKET OF EQUITIES / FUND / BASKET OF FUNDS]**

*(An example of how the value of the investment is affected by the value of the underlying may be included.)*

*(Need to include details of where past and future performance and volatility of [the/each [Equity/Fund] can be obtained.)*

*[Where the underlying is a basket of underlyings, include details of the relevant weighting of each underlying in the basket.]*

*(When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 16 of the Prospectus Directive.)*

*[Identify source of all third party information.]*

**10. OPERATIONAL INFORMATION**

(i) ISIN: [ ] / [The ISIN is set out in "Specific Provisions for each Series" above]

[Dual Warrant ISIN: [ ]]

(ii) Common Code: [ ] / [The Common Code is set out in "Specific Provisions for each Series" above]

(iii) CFI: [[ ]/Not Applicable]

(iv) FISN: [[ ]/Not Applicable]

*(If the CFI and/or FISN is not required, requested or available as at the completion of the Final Terms, it/they should be specified to be "Not Applicable")*

- (v) Other Identification Number: *[[specify other identification number e.g. WKN/Not Applicable]*
- (vi) Any clearing system(s) other than Euroclear and Clearstream Luxembourg, their addresses and the relevant identification number(s): *[Not Applicable/give name(s), address(es) and number(s)] [Euroclear Finland]*  
*[Not Applicable. However, the W&C Securities will be made eligible for CREST via the issue of CDIs representing the W&C Securities.*  
  
*Euroclear UK and Ireland Limited (CREST)*  
*33 Cannon Street*  
*London EC4M 5SB]*
- (vii) Delivery: *Delivery [against/free of] payment*
- (viii) Clearing Agent: *[Not Applicable]/[●]*
- (ix) Name(s) and address(es) of Initial Paying Agents: *[ ]*
- (x) Names and addresses of additional Paying Agent(s) (if any): *[ ]*

## **11. DISTRIBUTION**

- (a) Method of distribution: *[Syndicated / Non-Syndicated]*
- (i) If syndicated, names and addresses of Managers and underwriting commitments/quota s (material features): *[Not Applicable/give names, [addresses and underwriting commitments]]*  
*[(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers.)]*
- [(ii) Date of Subscription Agreement: *[ ]*
- (b) If non-syndicated, name and address of Dealer: *[Not Applicable/give name and address]*
- (c) Total commission and *[ ]*

concession:

- (d) U.S. Selling Restrictions: [Regulation S compliance Category 2;] [TEFRA C rules apply] [TEFRA D rules apply] [TEFRA rules not applicable] [Basket notice applicable]
- (e) Canadian Sales: [Canadian Sales Permitted]<sup>19</sup>[Canadian Sales Not Permitted]
- (f) Non-exempt Offer: [Applicable] [Not Applicable] *(if not applicable, delete the remaining placeholders of this paragraph (f) and also paragraph 12 below).*
- Non-exempt Offer Jurisdictions: [Specify relevant Member State(s) where the issuer intends to make Non-exempt Offers (where the Base Prospectus lists the Non-exempt Offer Jurisdictions, select from that list), which must therefore be jurisdictions where the Base Prospectus and any supplements have been passported (in addition to the jurisdiction where approved and published)]
- Offer Period: [Specify date] until [specify date or a formula such as “the Issue Date” or “the date which falls [●] Business Days thereafter”]
- Financial intermediaries granted specific consent to use the Base Prospectus in accordance with the Conditions in it: [Insert names and addresses of financial intermediaries receiving consent (specific consent)]
- General Consent: [Applicable]/[Not Applicable]
- Other Authorised Offeror Terms: [Not Applicable][Add here any other Authorised Offeror Terms].
- (Authorised Offeror Terms should only be included here where General Consent is applicable).*
- (N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a Non-exempt Offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt Offers may only be made into jurisdictions in which the Base Prospectus (and any supplement) has been notified/passported.)*
- (g) Prohibition of Sales to EEA Retail Investors: Applicable[, other than with respect to offers of the W&C Securities in [specify jurisdiction(s) for which a PRIIPs

<sup>19</sup> This should not be specified for, among others, W&C Securities permitting physical delivery of Securities.

*KID is being prepared*] [during the period[s] [x]-[x] repeat periods as necessary]]

## 12. TERMS AND CONDITIONS OF THE OFFER<sup>20</sup>

Offer Price: [Issue Price] [Not Applicable] [The Issuer has offered and will sell the W&C Securities to the [Dealer(s)][the Authorised Offeror(s)] (and no one else) at the Issue Price of [ ] [less total commission of [ ]]. The Dealer(s) and Authorised Offerors will offer and sell the W&C Securities to their customers in accordance with the arrangements in place between each such Dealer and its customers (including Authorised Offerors) or each such Authorised Offeror and its customers by reference to the interest rate (if any) applicable to the W&C Securities and the prevailing market conditions at the time.] [*specify*]

Conditions to which the offer is subject: [Not Applicable / *give details*]

Description of the application process: [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 minimum and/or maximum amount of application: [Not Applicable / *give details*]

Details of the method and time limits for paying up and delivering the W&C Securities: [Not Applicable / *give details*]

Manner and date in 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*]

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<sup>20</sup> Delete unless non-exempt public offers in the EEA are intended.

Whether tranche(s) have been reserved for certain countries: [Not Applicable / give details]

Process for notification to applicants of the amount allotted and the 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]

Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place: [The Authorised Offerors identified in paragraph [11] above and identifiable from the Base Prospectus/None/give details].

[Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment:] [None/give details]

### 13. HIRE ACT WITHHOLDING

*[Where (a) the W&C Securities do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities or (b) the Section 871(m) determination has been made by the time the Final Terms are finalised (in which case, the determination will have been made either (i) on the pricing date, if this falls 14 days or fewer before the issue date or (ii) on the issue date, if the pricing date falls more than 14 days before the issue date), include this option, completed as appropriate:*

The W&C Securities are [not] Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [The W&C Securities are [not] Dividend Reinvestment Securities.] [The W&C Securities are [not] Issuer Solution Securities.]]

*[Otherwise, include this option:*

As at the date of these Final Terms, the Issuer has not

determined whether the W&C Securities are Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986, however indicatively it considers that they will [not] be Specified Securities for these purposes. **This is indicative information only subject to change and if the Issuer's final determination is different then it will give notice of such determination.** [The W&C Securities are [not] Dividend Reinvestment Securities.] [The W&C Securities are [not] Issuer Solution Securities.]]

#### 14. [INDEX/OTHER DISCLAIMER<sup>21</sup>

The issue of this series of W&C Securities (in this paragraph, the “**Transaction**”) is not sponsored, endorsed, sold, or promoted by [**NAME OF INDEX/OTHER**] (the “**Index**”) or [**NAME OF INDEX/OTHER SPONSOR**] (the “**Index Sponsor**”) and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with entering into any Transaction. The Issuer shall not have any liability for any act of failure to act by the Index Sponsor in connection with the calculation adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date, none of the Issuer or its affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Calculation Agent will obtain information concerning the Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.]

#### 15. EU BENCHMARK REGULATION

EU Benchmark Regulation: Article 29(2) [Not Applicable]  
statement on benchmarks:

[Applicable: Amounts payable under the W&C Securities are calculated by reference to [*insert name[s] of benchmark(s)*], which [is/are] provided by [*insert name[s] of the administrator[s]*] – if more than one specify in relation to each relevant benchmark].

[As at the date of these Final Terms, [*insert name[s] of the administrator[s]*]]

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<sup>21</sup> Include unless the relevant Index has a bespoke disclaimer, in which case substitute such bespoke disclaimer.

[is/are] [not] included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority ["**ESMA**"] pursuant to article 36 of the Benchmark Regulation (Regulation (EU) 2016/1011) [(the "**BMR**").] [*repeat as necessary*]

**ANNEX**

**SUMMARY OF THE W&C SECURITIES**

*[Insert completed Summary for W&C Securities with an Issue Price of less than EUR100,000  
(or its equivalent in any other currency), other than Exempt W&C Securities]*

## FORM OF PRICING SUPPLEMENT FOR EXEMPT W&C SECURITIES

*(Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt W&C Securities issued under the Programme).*

**PROHIBITION OF SALES TO EEA RETAIL INVESTORS** – [Other than with respect to offers of the W&C Securities in [*specify jurisdiction(s) for which a PRIIPs KID is being prepared*] [during the period[s] [~~x~~]-[~~x~~] *repeats periods as necessary,*] [T]/[t]he W&C Securities are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended). Consequently[, save as provided above,] no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the W&C Securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the W&C Securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the "**SFA**") - [*To insert notice if classification of the Notes is not "capital markets products other than prescribed capital markets products", pursuant to Section 309B of the SFA or Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).*] (N.B. Relevant Dealer(s) to consider whether it / they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA)

**[THE W&C SECURITIES ARE SUBJECT TO CONVERSION IN WHOLE OR IN PART – BY MEANS OF A TRANSACTION OR SERIES OF TRANSACTIONS AND IN ONE OR MORE STEPS – INTO COMMON SHARES OF ROYAL BANK OF CANADA OR ANY OF ITS AFFILIATES UNDER SUBSECTION 39.2(2.3) OF THE CANADA DEPOSIT INSURANCE CORPORATION ACT (CANADA) (“CDIC ACT”) AND TO VARIATION OR EXTINGUISHMENT IN CONSEQUENCE AND SUBJECT TO THE APPLICATION OF THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN IN RESPECT OF THE OPERATION OF THE CDIC ACT WITH RESPECT TO THE W&C SECURITIES.]<sup>1</sup>**

**NO PROSPECTUS IS REQUIRED IN ACCORDANCE WITH DIRECTIVE 2003/71/EC FOR THE ISSUE OF W&C SECURITIES DESCRIBED BELOW.**

**Pricing Supplement dated •**

**[Logo]**

**ROYAL BANK OF CANADA**  
*(a Canadian chartered bank)*

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<sup>1</sup> Legend to be included on front of the Pricing Supplement if the W&C Securities are Bail-inable Securities.

Legal entity identifier (LEI): ES7IP3U3RHIGC71XBU11

Issue of [Title of W&C Securities]  
under the Programme for the Issuance of Securities

[The W&C Securities may not be distributed to non-qualified investors in or from Switzerland, as such terms are defined or interpreted under the Swiss Federal Act on Collective Investment Schemes [("CISA")].]<sup>2</sup>

[The W&C Securities are not subject to supervision by the Swiss Financial Market Supervisory Authority FINMA ("FINMA"): None of the W&C Securities constitute a participation in a collective investment scheme within the meaning of the [Swiss Federal Act on Collective Investment Schemes ("CISA")/CISA] and are neither subject to the authorisation nor the supervision by the FINMA and investors do not benefit from the specific investor protection provided under the CISA.]<sup>3</sup>

*[Insert any specific additional risk factors, if appropriate]*

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<sup>2</sup> Include in the case of a private placement in Switzerland.

<sup>3</sup> Include in the case of W&C Securities offered in Switzerland.

## PART A – CONTRACTUAL TERMS

[Any person making or intending to make an offer of the W&C Securities may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or to supplement a prospectus pursuant to Article 16 of the Prospectus Directive, in each case, in relation to such offer.]<sup>4</sup>

This document constitutes the Pricing Supplement for the W&C Securities described herein. This document must be read in conjunction with the Structured Securities Base Prospectus dated October 12, 2018 [as supplemented by the supplement[s] dated [●]] (the "**Base Prospectus**"). Full information on the Issuer and the offer of the W&C Securities is only available on the basis of the combination of this Pricing Supplement and the Base Prospectus. Copies of the Base Prospectus may be obtained from [the offices of the Issuer, Royal Bank Plaza, 200 Bay Street, 8<sup>th</sup> Floor, South Tower, Toronto, Ontario, Canada and the offices of the Issuing and Paying Agent, One Canada Square, London E14 5AL, England].

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the "**Conditions**") set forth in the Base Prospectus dated [*original date*] [and the supplement dated [*date*]].]<sup>5</sup>

*[Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Pricing Supplement.]*

[By investing in the W&C Securities each investor represents that:

(a) **Non-Reliance.** It is acting for its own account, and it has made its own independent decisions to invest in the W&C Securities and as to whether the investment in the W&C Securities is appropriate or proper for it based upon its own judgement and upon advice from such advisers as it has deemed necessary. It is not relying on any communication (written or oral) of the Issuer or any Dealer as investment advice or as a recommendation to invest in the W&C Securities, it being understood that information and explanations related to the terms and conditions of the W&C Securities shall not be considered to be investment advice or a recommendation to invest in the W&C Securities. No communication (written or oral) received from the Issuer or any Dealer shall be deemed to be an assurance or guarantee as to the expected results of the investment in the W&C Securities.

(b) **Assessment and Understanding.** It is capable of assessing the merits of and understanding (on its own behalf or through independent professional advice), and understands and accepts the terms and conditions and the risks of the investment in the W&C Securities. It is also capable of assuming, and assumes, the risks of the investment in the W&C Securities.

(c) **Status of Parties.** Neither the Issuer nor any Dealer is acting as fiduciary for or adviser to it in respect of the investment in the W&C Securities.]

<sup>4</sup> Do not include if the "Prohibition of Sales to EEA Retail Investors" legend and the related selling restriction is applicable in all jurisdictions at all times.

<sup>5</sup> Only include this language where it is a fungible issue and the original Tranche was issued under a Base Prospectus with a different date.

[For Interest Rate Linked Warrants, insert:

This Pricing Supplement relates to the series of Warrants as set out in "Specific Provisions for each Series" below. References herein to "Warrants" shall be deemed to be references to the relevant Warrants that are the subject of this Pricing Supplement and references to "Warrant" shall be construed accordingly.

### SPECIFIC PROVISIONS FOR EACH SERIES

SERIES NUMBER	NO. OF W&C SECURITIES BEING ISSUED	[NO. OF W&C SECURITIES PER UNIT	ISIN AND COMMON CODE	ISSUE PRICE PER [W&C SECURITY/UNIT]	EXERCISE PRICE PER WARRANT/UNIT	MINIMUM EXERCISE NUMBER AND INTEGRAL MULTIPLES	MAXIMUM EXERCISE NUMBER AND INTEGRAL MULTIPLES	EXERCISE [PERIOD/DATE]
[●]	[●]	[●]	[●]	[●] per Unit	[insert currency] [●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●] per Unit	[insert currency] [●]	[●]	[●]	[●]

Each series of Warrants specified above are traded together as a tradeable unit under the following security code:

ISIN: [●]/Common Code: [●].

Investors should note that such tradeable unit is not a separate security and that they may at any time apply to Euroclear or Clearstream, Luxembourg to hold their interest in each relevant Series separately under its respective security codes.]

1. Issuer: Royal Bank of Canada  
  
Branch of Account: [ ] [Main Toronto Branch located at 200 Bay Street, Toronto, Ontario, Canada] [London Branch<sup>6</sup>] [Not Applicable]
2. [(i)] Series Number: [ ]/[The Series Number is set out in "Specific Provisions for each Series" above]  
  
[(ii)] Tranche Number: [ ]  
*(If fungible with an existing Series, details of that Series, including the date on which the W&C Securities become fungible).]*
3. Type of W&C Securities: (a) [Redeemable Certificates / Exercisable Certificates [evidencing] [not evidencing]

<sup>6</sup> London Branch should not issue Exercisable Certificates with Additional Amounts payable or Exercisable Certificates subject to Physical Delivery.

<sup>7</sup> Branch only required for (i) Redeemable Certificates and (ii) Exercisable Certificates that evidence deposits under the *Bank Act* (Canada).

deposits under the *Bank Act* (Canada)]<sup>8</sup> / Warrants]

(b) [Index Linked W&C Securities / Equity Linked W&C Securities / Fund Linked W&C Securities / Currency Linked W&C Securities / Commodity Linked W&C Securities / Interest Rate Linked Warrants (*specify other type of W&C Security*)]

4. Bail-inable Securities: [Yes/No]
5. Issue Date: [ ]
6. [(a) Number of W&C Securities being issued: [The number of W&C Securities being issued is [ ]]/[The Number of W&C Securities being issued is set out in "Specific Provisions for each Series" above]
- [(b) Total Number of W&C Securities in issue: The total number of W&C Securities in issue is [ ]
- (NB: Only applicable for fungible issues of W&C Securities)
7. Business Day Centre(s): [The applicable Business Day Centre(s) for the purposes of the definition of "**Business Day**" in Condition 3 [is/are] [●]] [TARGET2] [Not Applicable]
8. Settlement: Settlement will be by way of [cash payment ("**Cash Settled**") [and/or] [physical delivery ("**Physical Delivery**")<sup>9</sup>]
9. Cash Settlement Amount: [Insert details of how Cash Settlement Amount is to be calculated including reference to the applicable Exercise Price]
- [Identify "**Protection Amount**" if any]
10. Issuer's Option to vary settlement: The Issuer [has/does not have] the option to vary settlement in respect of the W&C Securities
11. Settlement Currency: [ ]
12. Relevant RMB Settlement Centre: [[●]/[Not Applicable]]

<sup>8</sup> If Exercisable Certificates, you must indicate whether they evidence deposits under the *Bank Act* (Canada) as only such Exercisable Certificates benefit from the gross-up in Condition 11.03. Exercisable Certificates that are treated as deposits for accounting and regulatory purposes should include the bracketed text and also specify a Branch of Account in 1. above.

<sup>9</sup> Physical delivery of underlying commodities is not permitted.

13. Exchange Rate: The Exchange Rate for conversion of any amount into the relevant Settlement Currency for purposes of determining the Cash Settlement Amount is *[insert rate of exchange and details of how and when such rate is to be ascertained]/[specify]/Not Applicable*
14. Calculation Agent (and address): []
15. RMB Rate Calculation Agent (and address): []/[Not Applicable]
16. Issue Price: The issue price per [W&C Security / Unit (in relation to Exercisable Certificates and Warrants only)] is [ ] / [The Issue Price per [W&C Security/Unit] is set out in "Specific Provisions for each Series" above]
17. Minimum Trading Size: [Applicable/Not Applicable] [[ ] Units / W&C Securities]

**PROVISIONS RELATING TO EXERCISABLE CERTIFICATES AND WARRANTS**

18. Type of [Certificates/Warrants]: [European/American/*other* Style/Open-Ended /W&C Securities]
- [[Call/Put] Warrants]
- [If American Style:
- [The Exercise Period in respect of the W&C Securities is from and including [ ] to and including [ ] or if [ ] is not an Exercise Business Day, the immediately succeeding Exercise Business Day] /
- [The Exercise Period in respect of the W&C Securities is set out in "Specific Provisions for each Series" above]]
- [If European Style:
- [The Exercise Date in respect of the W&C Securities is [ ], provided that, if such date is not an Exercise Business Day, the Exercise Date shall be the immediately [preceding/succeeding] Exercise Business Day.] /
- [The Exercise Date in respect of the W&C Securities 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

[preceding/succeeding] Exercise Business Day.]]

[If Open Ended W&C Securities:

The Exercise Date[s] in respect of the W&C Securities [is/are] [ ], provided that, if such date is not an Exercise Business Day, the Exercise Date shall be the immediately [preceding/succeeding] Exercise Business Day.]

19. Settlement Date:

(i) [In relation to each Actual Exercise Date (*Insert for American Style W&C Securities or Open Ended W&C Securities*)], [the [fifth] Business Day following the [final] [last occurring] date for valuation (howsoever described) in respect of [a/the] [*insert relevant Reference Item(s)*] [*other*]  
(*N.B. Only applicable in relation to Cash Settled W&C Securities*)

[ ]

(ii) “**Settlement Business Day**” means [any day on which [*insert details of clearing system for delivery of Entitlement*] (or but for the occurrence of a Settlement Disruption Event would have been) open for the acceptance and execution of settlement instructions].

(*N.B. Only applicable in the case of Physical Delivery W&C Securities*)

[*other*]

20. Units:

[W&C Securities must be exercised in Units. [Each Unit consists of [●] W&C Securities.] / [Each Unit consists of the number of W&C Securities per Unit 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" set out below*). / Not Applicable]

21. Exercise Price:

[The Exercise Price per [Warrant/Unit] is [●].] / [The Exercise Price per [Warrant/Unit] is set out in "Specific Provisions for each Series" above.] / [Not Applicable] (*N.B. Only applicable to Warrants*)

22. Automatic Exercise: *[If not Finnish W&C Securities:*
- Automatic Exercise [applies/does not apply] to the W&C Securities.
- Delivery of Exercise Notice:
- [Applicable/Not Applicable]
- (NB May only be applicable to Cash Settled W&C Securities.)*
- [For Finnish W&C Securities:*
- Automatic Exercise applies as set out in the Conditions.
- Delivery of Exercise Notice: Not Applicable as set out in the Conditions]
23. Minimum Exercise Number: [The minimum number of W&C Securities that may be exercised on any day by any Holder is [    ] [and W&C Securities may only be exercised in integral multiples of [    ] W&C Securities in excess thereof.] / [The minimum number and integral multiples in excess thereof of W&C Securities that may be exercised on any day by any Holder is set out in "Specific Provisions for each Series" above]
24. Maximum Exercise Number: [The maximum number of W&C Securities that must be exercised on any day by any Holder or group of Holders (whether or not acting in concert) is [    ].] / [The maximum number of W&C Securities that must be exercised on any day by any Holder or group of Holders (whether or not acting in concert) is set out in "Specific Provisions for each Series" above] / [Not Applicable] *(N.B. not applicable for European Style W&C Securities)*
25. Additional Amounts:<sup>10</sup> [Applicable/Not Applicable]
- [If Applicable:
- (i) Notional Amount per W&C [    ] Security:

<sup>10</sup> If the Issuer is Royal Bank of Canada, London Branch, there should be no Additional Amounts payable on Exercisable Certificates. In addition, Exercisable Certificates or Warrants that pay Additional Amounts should not be issued to UK investors as it is not clear how such instruments would be treated from a UK tax perspective.

(ii) Additional Amount Payment Dates: [Each Additional Amount Accrual Date / *specify other*] or, if later, the [fifth] Business Day next following [last occurring] [final] date for valuation (howsoever described) of [a/the] [*insert relevant Reference Item(s)*] for purposes of calculating Additional Amount in respect of the relevant Additional Amount Period.

(iii) Additional Amount Accrual Dates: [ ]

(iv) Additional Amount Rate: [ ]

(v) Additional Amount Rate Day Count Fraction: [Actual/360]  
 [Actual/Actual (ISDA)]  
 [Actual/365 (Fixed)]  
 [Actual/365 (Sterling)]  
 [30/360 (Floating) or 30/360 or Bond Basis]  
 [30E/360 or Eurobond Basis]  
 [30E/360 (ISDA)]

(vi) Additional Amount Cut-Off Date: [Exercise Date/*specify other*]

*(N.B. If Additional Amount should accrue up to the Settlement Date, specify the scheduled calendar Settlement Date, not Settlement Date, otherwise Additional Amount will be payable on postponement.)*

(vii) Other terms or special conditions relating to Additional Amounts: [ ]

26. Issuer Call Option: [Applicable/Not Applicable]

[If Applicable:

(i) Issuer Call Option Notice Period<sup>11</sup>: Minimum period: [ ] days  
 Maximum period: [ ] days

(ii) Call Option Date(s): [ ]

(iii) Call Option Cash Settlement: [Applicable/Not Applicable]

<sup>11</sup> When setting notice periods, issuers are advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems and custodians, as well as any other notice requirements which may apply, for example, as between the issuer and its issuing and paying agent/registrars.

[If Applicable:

Call Option Cash Settlement [[●] per [W&C Security/Unit]] / [other]  
Amount:

27. TLAC Disqualification Event<sup>12</sup> [Applicable/Not Applicable]  
[Early Cash Settlement Amount: [[ ] per [W&C Security/Unit]]/[other]]
28. Notice periods for Early Cancellation for Taxation Reasons<sup>11</sup>:
- (i) Minimum period: [ ] days
- (ii) Maximum period: [ ] days
29. Notice periods for Cancellation for Illegality<sup>11</sup>:
- (i) Minimum period: [ ] days
- (ii) Maximum period: [ ] days
30. Trigger Early Exercise: [Applicable/Not Applicable]

[If Applicable:

- (i) Trigger Early Exercise [ ]  
Event:
- (ii) Trigger Early Exercise [Each Additional Amount Payment Date  
Date: immediately following the relevant Observation  
Date] / [[●] Business Days following the  
relevant Observation Date] / [other]
- (iii) Trigger Early Exercise [Applicable/Not Applicable]  
Cash Settlement:

[If Applicable:

Trigger Early Exercise Cash [[●] per [W&C Security/Unit]] / [other]  
Settlement Amount:

Trigger Early Exercise Cash [Yes: no additional amount in respect of  
Settlement Amount includes amount in accrued additional amounts to be paid / No:  
respect of accrued additional amounts: together with the Trigger Early Exercise Cash  
Settlement Amount, accrued additional  
amounts shall also be paid]/[Not Applicable]

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<sup>12</sup> Only an option in respect of Bail-inable Securities.

## PROVISIONS RELATING TO REDEEMABLE CERTIFICATES

31. Redemption Date: (i) [ ] or, if later, the [second] Business Day next following [last occurring] [final] date for valuation (howsoever described) in respect of [a/the] [*insert relevant Reference Item(s)*] [*other*] (*N.B. Only applicable in relation to Cash Settled W&C Securities*)

(ii) [ ] "**Settlement Business Day**" means [any day on which [*insert details of clearing system for delivery of Entitlement*] (or but for the occurrence of a Settlement Disruption Event would have been) open for the acceptance and execution of settlement instructions. [*other*]] [Not Applicable] (*N.B. Only applicable in case of Physical Delivery W&C Securities*)

32. Additional Amounts: [Applicable/Not Applicable]

[If Applicable:

(i) Notional Amount per [ ] Redeemable Certificate:

(ii) Additional Amount [Each Additional Amount Accrual Date / *specify other*] or, if later, the [second] Business Day next following the [last occurring] [final] date for valuation (howsoever described) in respect of [a/the] [*insert relevant Reference Item(s)*] for purposes of calculating additional amount in respect of the relevant Additional Amount Period.

(iii) Additional Amount Accrual Dates: [ ]

(iv) Additional Amount Rate: [ ]

(v) Additional Amount Rate [Actual/360]  
Day Count Fraction: [Actual/Actual (ISDA)]  
[Actual/365 (Fixed)]  
[Actual/365 (Sterling)]  
[30/360 (Floating) or 30/360 or Bond Basis]  
[30E/360 or Eurobond Basis]  
[30E/360 (ISDA)]

(vi) Additional Amount Cut-Off Date: [*specify date*]

*(N.B. If Additional Amount should accrue up to the Redemption Date, specify the scheduled*

*calendar Redemption Date, not Redemption Date, otherwise Additional Amount will be payable on postponement.)*

[ ]

(vii) Other terms or special conditions relating to Additional Amounts:

33. Issuer Call Option: [Applicable/Not Applicable]

[If Applicable:

(i) Issuer Call Option Notice Period<sup>11</sup>: Minimum period: [ ] days  
Maximum period: [ ] days

(ii) Call Option Date(s): [ ]

(iii) Call Option Cash Settlement: [Applicable/Not Applicable]

[If Applicable:

Call Option Cash Settlement Amount: [[●] per Redeemable Certificate] / [other]

34. TLAC Disqualification Event<sup>13</sup> [Applicable/Not Applicable]

[Early Cash Settlement Amount: [[ ] per Redeemable Certificate]/[other]]

35. Notice periods for Early Cancellation for Taxation Reasons<sup>11</sup>:

(i) Minimum period: [ ] days

(ii) Maximum period: [ ] days

36. Notice periods for Cancellation for Illegality<sup>11</sup>:

(i) Minimum period: [ ] days

(ii) Maximum period: [ ] days

37. Trigger Early Redemption: [Applicable/Not Applicable]

[If Applicable:

(i) Trigger Early Redemption Event: [ ]

---

<sup>13</sup> Only an option in respect of Bail-inable Securities.

- (ii) Trigger Early Redemption Date(s): [Each Interest Payment Date immediately following the relevant Observation Date] / [[●] Business Days following the relevant Observation Date] / [specify other]
- (iii) Trigger Early Redemption Cash Settlement: [Applicable/Not Applicable]

[If Applicable:

Trigger Early Redemption Cash Settlement Amount: [[●] per Redeemable Certificate] / [other]

Trigger Early Redemption Cash Settlement Amount includes amount in respect of accrued additional amounts: [Yes: no additional amount in respect of accrued additional amounts to be paid / No: together with the Trigger Early Redemption Cash Settlement Amount, accrued Additional Amounts shall also be paid]/[Not Applicable]

38. Holder Put Option:<sup>14</sup> [Applicable/ Not Applicable]

[If Applicable:

- (i) Holder Put Option Notice Period<sup>11</sup>: Minimum period: [ ] days  
Maximum period: [ ] days

- (ii) Put Option Cash Settlement: [Applicable/Not Applicable]

[If Applicable:

Put Option Cash Settlement Amount: [ ]

**PROVISIONS RELATING TO TYPES OF W&C SECURITIES**

39. **Multi-Reference Item Linked W&C Securities** [Applicable / Not Applicable]

[if Applicable:

- (a) The W&C Securities are linked to each of the Reference Items set out in the table below. The Terms and Conditions of the W&C Securities as amended and/or supplemented by the applicable Pricing Supplement shall be construed on the basis that in respect of each Reference Item the Relevant Conditions set out beside such Reference Item in the table below shall apply as the context admits separately

<sup>14</sup> Not an option in respect of Bail-inable Securities.

and independently in respect of the relevant Reference Item.

- | (b) | <b>Reference Item</b> | <b>Relevant Conditions</b>   |
|-----|-----------------------|--|
| (1) | [●]                   | [Condition [●] as amended and/or supplemented by item [●] below applies] |
| (2) | [●]                   | [Condition [●] as amended and/or supplemented by item [●] below applies] |
| (3) | [●]                   | [Condition [●] as amended and/or supplemented by item [●] below applies] |
- (c) *[Insert additional terms and conditions in respect of multi-asset baskets as required]*

**40. Currency Linked W&C Securities**

[Applicable/Not Applicable] *[If not applicable, delete the remaining sub-paragraphs of this paragraph]*

- |       |                                 |   |
|-------|---------------------------------|---|
| (i)   | Base Currency/Subject Currency: | [ ]   |
| (ii)  | Currency Price:                 | [ ] <i>(N.B. Include if different from definition in Condition 35.01)</i>   |
| (iii) | FX Market Disruption Event(s):  | [FX Price Source Disruption]<br>[FX Trading Suspension or Limitation]<br>[Inconvertibility Event]   |
| (iv)  | FX Price Source(s):             | [ ]   |
| (v)   | Averaging:                      | Averaging [applies/does not apply] to the Certificates. [The Averaging Dates are [ ]].]   |
| (vi)  | Observation Period(s):          | [Each Scheduled Trading Day from (and including) [[●] / the Trade Date] to (and including) [[●] / the Valuation Date]] / [Not Applicable] |

- (vii) Valuation Date: [ ]
  - (viii) Valuation Cut-Off Date: [ ]
  - (ix) Valuation Time: [Condition 15.02 applies] / [ ]
  - (x) Intraday Price: [Applicable] / [Not Applicable]
  - (xi) FX Disrupted Day: [Consider provisions in Condition 35.01 for calculation of Currency Price if a Valuation Date is a FX Disrupted Day and if not appropriate insert appropriate provisions]
  - (xii) Weighting: [ ]
  - (xiii) Other terms or special conditions: [ ]
41. **Commodity Linked W&C Securities:** [Applicable/Not Applicable]  
 (If not applicable, delete the remaining subparagraphs of this paragraph)
- (i) Commodity/Basket of Commodities/Commodity Index/Basket of Commodity Indices:
    - [Cocoa]
    - [Coffee]
    - [Corn]
    - [Cotton]
    - [Lean Hogs]
    - [Live Cattle]
    - [Soybeans]
    - [Sugar]
    - [Wheat]
    - [Natural Gas (Henry Hub)]
    - [Oil (WTI)]
    - [Oil (Brent)]
    - [Gasoline]
    - [Gold]
    - [Platinum]
    - [Silver]
    - [Palladium]
    - [Aluminium]

			[Copper]
			[Lead]
			[Nickel]
			[Zinc]
			[●]
			[The Sponsor[s] of the Commodity Index/Indices is/are [●]]
(ii)	Commodity Price:	Reference	[COCOA-NYBOT]
			[COFFEE ARABICA-NYBOT]
			[CORN NO. 2 YELLOW-CBOT]
			[COTTON NO.2-NYBOT]
			[LEAN HOGS-CME]
			[LIVE CATTLE-CME]
			[SOYBEANS-CBOT]
			[SUGAR#11 (WORLD)-NYBOT]
			[WHEAT-CBOT]
			[NATURAL GAS-HENRYHUB-NYMEX]
			[OIL-WTI-NYMEX]
			[OIL-BRENT-IPE]
			[GASOLINE-RBOB-NYMEX]
			[GOLD-P.M. FIX]
			[PLATINUM-P.M. FIX]
			[PALLADIUM-P.M. FIX]
			[SILVER-FIX]
			[ALUMINIUM-LME CASH]
			[COPPER-LME CASH]
			[LEAD-LME CASH]
			[NICKEL-LME CASH]
			[ZINC-LME CASH]
			[●]

- (iii) Price Source: [Bloomberg Screen page "CC1 <CMDTY> CT"/Reuters Screen page "0#CC:"] *[insert where the Commodity Reference Price is COCOA-NYBOT]*
- [Bloomberg Screen page "KC1 <CMDTY> CT"/Reuters Screen page "0#KC:"] *[insert where the Commodity Reference Price is COFFEE ARABICA-NYBOT]*
- [Bloomberg Screen page "C 1 <CMDTY> CT"/Reuters Screen page "0#C:"] *[insert where the Commodity Reference Price is CORN NO. 2 YELLOW-CBOT]*
- [Bloomberg Screen page "CT1 <CMDTY> CT"/Reuters Screen page "0#CT:"] *[insert where the Commodity Reference Price is COTTON NO.2-NYBOT]*
- [Bloomberg Screen page "LH1 <CMDTY> CT"/Reuters Screen page "0#LH:"] *[insert where the Commodity Reference Price is LEAN HOGS-CME]*
- [Bloomberg Screen page "LC1 <CMDTY> CT"/Reuters Screen page "0#LC:"] *[insert where the Commodity Reference Price is LIVE CATTLE-CME]*
- [Bloomberg Screen page "S 1 <CMDTY> CT"/Reuters Screen page "0#S:"] *[insert where the Commodity Reference Price is SOYBEANS-CBOT]*
- [Bloomberg Screen page "SB1 <CMDTY> CT"/Reuters Screen page "0#SB:"] *[insert where the Commodity Reference Price is SUGAR#11 (WORLD)-NYBOT]*
- [Bloomberg Screen page "W 1 <CMDTY> CT"/Reuters Screen page "0#W:"] *[insert where the Commodity Reference Price is WHEAT-CBOT]*
- [Bloomberg Screen page "NG1 <CMDTY>"/Reuters Screen page "2NGc1"] *[insert where the Commodity Reference Price is NATURAL GAS-HENRYHUB-NYMEX]*
- [Bloomberg Screen page "CL1 <CMDTY>"/Reuters Screen page "2CLc1"]

[insert where the Commodity Reference Price is OIL-WTI-NYMEX]

[Bloomberg Screen page "CO1 <CMDTY>"/Reuters Screen page "LCOc1"]  
[insert where the Commodity Reference Price is OIL-BRENT-IPE]

[Bloomberg Screen page "XB1 <Comdy>"/Reuters Screen page "2RBc1"]  
[insert where the Commodity Reference Price is GASOLINE-RBOB-NYMEX]

[Bloomberg Screen page "GOLDLNPM <INDEX>"/Reuters Screen page "GOFO"]  
[insert where the Commodity Reference Price is GOLD-P.M. FIX]

[Bloomberg Screen page "PLTMLNPM <INDEX>"/Reuters Screen page "STBL"]  
[insert where the Commodity Reference Price is PLATINUM-P.M. FIX]

[Bloomberg Screen page "SLVRLNPM <INDEX>"/Reuters Screen page "SIFO"] [insert where the Commodity Reference Price is SILVER-FIX]

[Bloomberg Screen page "PLDMLNPM <INDEX>"/Reuters Screen page "STBL"]  
[insert where the Commodity Reference Price is PALLADIUM-P.M. FIX]

[Bloomberg Screen page "LOAHDY <CMDTY>"/Reuters Screen page "SETTMAL01"] [insert where the Commodity Reference Price is ALUMINIUM-LME CASH]

[Bloomberg Screen page "LOCADY <CMDTY>"/Reuters Screen page "SETTMCU01"] [insert where the Commodity Reference Price is COPPER-LME CASH]

[Bloomberg Screen page "LOPBDY <CMDTY>"/Reuters Screen page "SETTMPB01"] [insert where the Commodity Reference Price is LEAD-LME CASH]

[Bloomberg Screen page "LONIDY <CMDTY>"/Reuters Screen page "SETTMNI01"] [insert where the Commodity Reference Price is NICKEL-LME CASH]

[Bloomberg Screen page "LOZSDY

<CMDTY>"/Reuters Screen page  
"SETTMZN01"] [insert where the Commodity  
Reference Price is ZINC-LME CASH]

[●]

(iv) Exchange:

[NYBOT] [insert where the Commodity  
Reference Price is COCOA-NYBOT, COFFEE  
ARABICA-NYBOT, COTTON NO.2-NYBOT or  
SUGAR#11 (WORLD)-NYBOT]

[CBOT] [insert where the Commodity  
Reference Price is CORN NO. 2 YELLOW-  
CBOT, SOYBEANS-CBOT or WHEAT-CBOT]

[CME] [insert where the Commodity Reference  
Price is LEAN HOGS-CME or LIVE CATTLE-  
CME]

[NYMEX] [insert where the Commodity  
Reference Price is NATURAL GAS-  
HENRYHUB-NYMEX, OIL-WTI-NYMEX or  
GASOLINE-RBOB-NYMEX]

[ICE] [insert where the Commodity Reference  
Price OIL-BRENT-IPE]

[London Gold Market] [insert where the  
Commodity Reference Price is GOLD-P.M.  
FIX]

[LPPM] [insert where the Commodity  
Reference Price is PLATINUM-P.M. FIX OR  
PALLADIUM-P.M. FIX]

[London Silver Market] [insert where the  
Commodity Reference Price is SILVER-FIX]

[LME] [insert where the Commodity Reference  
Price is ALUMINIUM-LME CASH, COPPER-  
LME CASH, LEAD-LME CASH, NICKEL-LME  
CASH or ZINC-LME CASH]

[●]

(v) Delivery Date:

[●]

[See Conditions]

(vi) Pricing Date:

[●]

(vii) Nearby Month:

[●]

[See Conditions]

- (viii) Common Pricing: [Applicable/Not Applicable]  
(N.B. Only applicable in relation to Commodity Linked Certificates relating to a Basket)
- (ix) Additional Market Disruption Events: [specify any additional Market Disruption Events]
- (x) Disruption Fallback(s): [As set out in Condition 34/[●]]  
[Fallback Reference Price: alternate Commodity Reference Price – [●]]  
[Commodity Index Cut-Off Date: [●]]
- (xi) Commodity Business Day: [●]
- (xii) Trade Date: [●]
- (xiii) Weighting: [Not Applicable/The weighting to be applied to each item comprising the Basket is [●]]  
*(N.B. Only applicable in relation to Commodity Linked W&C Securities relating to a Basket)*
- (xiv) Specified Price: [high price]  
[low price]  
[average of the high price and the low price]  
[closing price]  
[opening price]  
[bid price]  
[asked price]  
[average of the bid price and the asked price]  
[settlement price]  
[official settlement price]  
[official price]  
[morning fixing]  
[afternoon fixing]  
[spot price]  
[other]
- (xv) Intraday Price: [Applicable] / [Not Applicable]

- (xvi) Other terms or special conditions:
42. **Index Linked W&C Security Provisions (Equity Indices only)** [Applicable/Not Applicable] *[If not applicable, delete the remaining sub-paragraphs of this paragraph]*
- (i) Whether the W&C Securities relate to a Basket of Indices or a single Index and the identity of the relevant Index/Indices and details of the relevant Index Sponsor(s) and whether such Index / Indices is a Multi-Exchange Index: [Single Index/Basket of Indices]  
 Index or Indices:  *(Give or Annex details)*  
 Index Sponsor(s):  
 Multi-Exchange Index: [Yes/No]
- (ii) Reference Level: [As set out in Condition 29.08/ *Insert another definition*]
- (iii) Averaging Date(s): [The Averaging Dates are [ ]].  
 [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/ Modified Postponement] will apply.]
- (iv) Observation Period(s): [Each Scheduled Trading Day from (and including)  / the Trade Date] to (and including)  / the Valuation Date] / [Not Applicable]
- (v) Observation Date(s): [] *(Give details)* / Not Applicable]
- (vi) Valuation Date(s): [ ]
- (vii) Valuation Time: [Condition 29.08 applies/(Specify if other)]
- (viii) Specified Level: [Closing Level / Intraday Level] / [Not Applicable]
- (ix) Disrupted Day: *[Consider provisions in Condition 29.08 for calculation of the Reference Level if a Valuation Date, Observation Date or Averaging Date is a Disrupted Day and if not appropriate insert appropriate provisions]*
- (x) Additional Disruption Events: [Applicable/Not Applicable]  
 [Change in Law]

- [Hedging Disruption]
- [Increased Cost of Hedging]
- [Other]
- (xi) Index Substitution: [Applicable/Not Applicable]
- [If applicable and Condition 29.08 does not apply insert:*
- The Index Substitution Criteria are:
- [ ]
- (xii) Exchange(s): [ ]
- (xiii) Related Exchange(s): [All Exchanges]/ [ ]
- (xiv) Initial Level: [ ]
- (xv) Trade Date: [Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)] / [Insert Trade Date of related swap transaction (if different from Issue Date)]
- (xvi) Hedging Entity: [Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]
- (xvii) Weighting: [ ]
- (xviii) Other terms or special conditions: [ ]
43. **Equity Linked W&C Security Provisions** [Applicable/Not Applicable] *[If not applicable, delete the remaining sub-paragraphs of this paragraph]*
- (i) Whether the W&C Securities relate to a Basket of Equities or a single Equity and the identity of the relevant Equity Issuer(s): [Single Equity/Basket of Equities] *[Give or annex details of Equity Issuers and Equities, including details of Underlying Equities where applicable]*
- (a) Equity/Equities: [Existing ordinary shares of the Equity Issuer]
- (b) Equity Issuer: [•] (Bloomberg code [•]);
- (c) ISIN/Common Code: [•]/[•]
- (ii) Reference Price: [As set out in Condition 30.05 / *Insert another definition*]

- (iii) Averaging Date(s): [The Averaging Dates are [ ]].  
[In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (iv) Observation Period(s): [Each Scheduled Trading Day from (and including) [●] / the Trade Date] to (and including) [●] / the Valuation Date] / [Not Applicable]
- (v) Observation Date(s): [●] (Give details) / Not Applicable]
- (vi) Valuation Date(s): [ ]
- (vii) Valuation Time: [Condition 30.05 applies/(Specify if other)]
- (viii) Specified Price: [Closing Price / Intraday Price] / [Not Applicable]
- (ix) Disrupted Day: *[Consider provisions in Condition 30.05 for calculation of the Reference Price if a Valuation Date, Observation Date or Averaging Date is Disrupted Day and if not appropriate insert appropriate provisions]*
- (x) Common Disrupted Days: [Applicable/Not Applicable]  
*[N.B. May only be applicable in relation to Equity Linked W&C Securities relating to a Basket of Equities.]*
- (xi) Initial Price: [ ]
- (xii) Trade Date: *[Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date)] / [Insert Trade Date of related swap transaction (if different from Issue Date)]*
- (xiii) Potential Adjustment Events: Applicable/Not Applicable [See Condition 30.02(i)]
- (xiv) De-listing: [Applicable/Not Applicable]
- (xv) Merger Event: [Applicable/Not Applicable]
- (xvi) Nationalisation: [Applicable/Not Applicable]
- (xvii) Insolvency: [Applicable/Not Applicable]
- (xviii) Tender Offer: [Applicable/Not Applicable]
- (xix) Additional Disruption Events: [Applicable/Not Applicable]

- [Change in Law]  
[Hedging Disruption]  
[Increased Cost of Hedging]  
[Insolvency Filing]  
[Other]
- (xx) Equity Substitution: [Applicable/Not Applicable]  
  
[If applicable and Condition 30.05 does not apply insert:  
  
The Equity Substitution Criteria are: [ ]]  
  
[If applicable and DRs and Condition 30.05 does not apply insert:  
  
The DR Substitution Criteria are: [ ]]
- (xxi) Exchange(s): [•]
- (xxii) Related Exchange(s): [All Exchanges]/[•]
- (xxiii) Exchange Rate: [Applicable/Not Applicable] [If applicable, insert details]
- (xxiv) Partial Lookthrough Depository Receipt Provisions: [Applicable/Not Applicable]
- (xxv) Full Lookthrough Depository Receipt Provisions: [Applicable / Not Applicable]
- (xxvi) Hedging Entity: [Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]
- (xxvii) Weighting: [ ]
- (xxviii) Other terms or special conditions: [ ]
44. **Fund Linked W&C Security Provisions** [Applicable/Not Applicable] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Whether the W&C Securities relate to a single Fund or a Basket of Funds and the identity of the relevant Fund/Funds: [Single Fund / Basket of Funds] (Give or annex details including Weightings if applicable)  
[The [•] Fund is an ETF]  
[Exchange for each Fund Share: [ ]]  
  
[Related Exchange for each Fund Share: [ ]/

- All Exchanges]
- [Underlying Index]: [ ]
- (N.B. Include for Exchange Traded Funds (ETFs)*
- (ii) Fund Interest(s): [ ]
- (iii) Reference Price: [As set out in Condition 33.08 / *Insert another definition*]
- (N.B. Include for ETFs only)*
- (iv) Trade Date: [Issue Date (if either (a) there is no related swap transaction or (b) the Trade Date of the related swap transaction is the same date as the Issue Date) / [•] (Give details)/Not Applicable] (*Insert Trade Date of related swap transaction (if different from Issue Date)*)
- (v) Averaging Date(s): [The Averaging Dates are [ ]]
- [In the event that an Averaging Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (vi) Observation Period(s): [Each Scheduled Trading Day from (and including) [[•] / the Trade Date] to (and including) [[•] / the Valuation Date] [Specify]] / [Not Applicable]
- (vii) Observation Date(s): [[•] (Give details) / Not Applicable]
- (viii) Valuation Date(s): [ ]
- (ix) Valuation Time: [Condition 33.08 applies/(Specify if other)]
- [N.B. applicable to ETFs only]*
- (x) Specified Price: [Closing Price / Intraday Price] / [Not Applicable]
- (xi) Common Disrupted Days: [Applicable/Not Applicable]
- [N.B. May only be applicable in relation to Fund Linked W&C Securities relating to a Basket of Fund Shares.]*
- (xii) Disrupted Day: [*Consider provisions in Condition 33.08 for calculation of the Reference Level if a Valuation Date, Observation Date or Averaging Date is Disrupted Day and if not appropriate insert appropriate provisions*]

[N.B. applicable to ETFs only]

- (xiii) Initial Price: [ ]
- (xiv) Relevant provisions for determining certain Fund Events:
- (a) NAV Trigger: [Insert percentage]
- (b) Reporting Disruption Period: [Insert applicable period]
- (xv) Additional Disruption Change in Law: [Applicable/Not Applicable]
- Events:
- Hedging Disruption: [Applicable/Not Applicable]
- Increased Cost of Hedging: [Applicable/Not Applicable]
- Insolvency Filing: [Applicable/Not Applicable]
- (xvi) Exchange Rate: [ ]/Not Applicable
- (xvii) Hedging Entity: [Specify names of Affiliates and entities other than the Issuer acting on behalf of the Issuer]
- (xviii) Weighting: [ ]
- (xix) Merger Event: For the purposes of the definition of Merger Event, Merger Date on or before [the Valuation Date/specify other date]
- (xx) Other terms or special conditions: [●]
45. **Credit Linked W&C Security Provisions** [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Other terms or special conditions:
46. **Interest Rate Linked Warrant Provisions:** [Applicable]/[Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (i) Floating Rate Option: [ ]
- (ii) Designated Maturity: [ ]
- (iii) Reset Date: [ ]

(iv) Interest Rate Day Count Fraction: [Actual/360]  
 [Actual/Actual (ISDA)]  
 [Actual/365 (Fixed)]  
 [30/360 (Floating) or 30/360 or Bond Basis]  
 [30E/360 or Eurobond Basis]  
 [30E/360 (ISDA)]

(v) Notional Amount per Warrant: [ ]

**PROVISIONS FOR PHYSICAL DELIVERY<sup>15</sup>** [Applicable / Not Applicable]

47. Relevant Asset(s) [ ]

48. Entitlement: The Entitlement (as defined in Condition 3) in relation to each W&C Security is [ ]

[The Entitlement will be evidenced by *[insert details of how the Entitlement will be evidenced]*]

The Entitlement will be delivered *[insert details of the method of delivery of the Entitlement]*

49. Cash Adjustment: [The Cash Adjustment will be determined as follows: [●]]

50. Failure to Deliver due to Illiquidity: [Applicable / Not Applicable]

51. Delivery Agent: [ ]

**GENERAL**

52. Form of W&C Securities: Registered Form: The W&C Securities are to be issued into and transferred through Euroclear and Clearstream, Luxembourg and will be represented by [a Temporary Global W&C Security exchangeable for a Permanent Global W&C Security / a Permanent Global W&C Security]

[Dematerialized and registered uncertificated book-entry form settled in Euroclear Finland]

<sup>15</sup> Physical delivery of underlying commodities is not permitted.

[Euroclear Finland]

[CREST Depository Interests (“CDIs”) representing the W&C Securities may also be issued in accordance with the usual procedures of Euroclear UK & Ireland Limited (“CREST”).]

53. Other terms or special conditions: [ ]/See Annex/[Not Applicable]
- [Include Notice provisions other than those found in Condition 11]
54. Exchange Date: [ ]
55. [The net issue proceeds of the Redeemable Certificates / Exercisable Certificates issued (for purposes of the Programme limit) has been translated into U.S. dollars at the rate of U.S.\$1.00 = [●], producing a sum of:]<sup>16</sup> [U.S.\$●] [Not Applicable]
56. [The implied notional amount of the Warrants / Exercisable Certificates (for purposes of the Programme limit) has been translated into U.S. dollars at the rate of U.S.\$1.00 = [●], producing a sum of:]<sup>17</sup> [U.S.\$●] [Not Applicable]
57. Governing law (if other than [the laws of the Province of Ontario and the federal laws of Canada applicable therein][English law]<sup>18</sup>) [and jurisdiction]: [English law/Not Applicable] except that, the provisions of Condition 2.02 are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Each Holder or beneficial owner of any Bail-inable Securities is deemed to attorn to the jurisdiction of the courts in the Province of Ontario with respect to the operation of the CDIC Act and the above laws.]]][Laws of the Province of Ontario and the federal laws of Canada applicable therein.]<sup>19</sup>

<sup>16</sup> Applicable to Redeemable Certificates and Exercisable Certificates that are deposits under the *Bank Act* (Canada).

<sup>17</sup> Applicable to Warrants and Exercisable Certificates that are not deposits under the *Bank Act* (Canada).

<sup>18</sup> English law to be inserted for Finnish W&C Securities only.

<sup>19</sup> English law may only be elected in the case of W&C Securities other than Finnish W&C Securities and English law Bail-inable Securities must include Ontario law clause and attornment to the jurisdiction of the Ontario courts. Use Not Applicable for Finnish W&C Securities as they are governed by English law except where they are Bail-inable Securities and may be governed by either English law (use Not Applicable and

[Not Applicable]

58. Alternative Currency Payment: [Applicable]/[Not Applicable]

[If applicable, insert:

Alternative Currency: [specify]]

**RESPONSIBILITY**

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

**THIRD PARTY INFORMATION**

[(Specify 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 (specify source)], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of the Issuer:

By: .....  
Duly authorised

By: .....  
Duly authorised

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include Ontario law clause and attornment to the jurisdiction of the Ontario courts) or Ontario law (use Laws of the Province of Ontario and the federal laws of Canada applicable therein).

## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

[(i)] Listing/Admission to trading: [Application [has been]/[will be]/[is expected to be made by the Issuer (or on its behalf) for the W&C Securities to be admitted to trading on Euronext Dublin's Global Exchange Market and listed on the Official List of Euronext Dublin][Specify other] [Not Applicable]

*(Note for a derivative security to be listed on Euronext Dublin, the underlying must be traded on a regulated, regularly operating, recognised open market, unless the underlying or ultimate underlying is a currency, index, interest rate, commodity, a combination of these, or credit linked, or the underlying is a UCITS fund or an investment fund authorised by the Central Bank of Ireland or the competent authority of another EU member state deemed equivalent by Euronext Dublin.)*

[(ii)] Estimate of total expenses related to admission to trading:<sup>20</sup> [●]

### 2. RATINGS

Ratings: [Not Applicable] The W&C Securities 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 above disclosure is only required if the ratings of the W&C Securities are different to those stated in the Base Prospectus)*

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

Need to include a description of any interest, including conflicting ones, that is material to the issue, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion one of the following statements:

[Save [for any fees payable to the [Managers/Dealers] and] as discussed in ["Subscription and Sale"], so far as the Issuer is aware, no person involved in the issue of the W&C Securities has an interest material to the issue.]

[The Issue Price may include a fee or commission payable to a distributor or third party. Such fee or commission will be determined by reference to a number of factors

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<sup>20</sup> Only required for W&C Securities with minimum Issue Price greater than Euro100,000 (or its equivalent in other currencies on the Issue Date).

including but not limited to the redemption or settlement date of the W&C Securities, hedging costs and legal fees. Further details in respect of the fee or commission are available upon request.]

[The Issue Price includes a fee or commission of [●] per cent. of the notional amount of the W&C Securities payable to a distributor or third party.]

[For Hong Kong issuances: The Issue Price may include a fee or commission payable to a distributor or third party, such a fee or commission will be determined by a number of factors including but not limited to maturity of the securities, hedging costs and legal fees. Further details in respect of the fee or commission are available upon request.]

#### 4. OPERATIONAL INFORMATION

- (i) ISIN: [ ] / [The ISIN is set out in "Specific Provisions for each Series" above]
- (ii) Common Code: [ ] / [The Common Code is set out in "Specific Provisions for each Series" above]
- (iii) CFI: [[ ]/Not Applicable]
- (iv) FISN: [[ ]/Not Applicable]
- (If the CFI and/or FISN is not required, requested or available as at the completion of the Pricing Supplement, it/they should be specified to be "Not Applicable")*
- (v) Other Identification Number: [[specify other identification number e.g. WKN/Not Applicable]
- (vi) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg, their addresses and the relevant identification number(s): [Not Applicable/give name(s), address(es) and number(s)] [Euroclear Finland]
- [Not Applicable. However, the W&C Securities will be made eligible for CREST via the issue of CDIs representing the W&C Securities.
- Euroclear UK and Ireland Limited (CREST)  
33 Cannon Street  
London EC4M 5SB]
- (vii) Delivery: Delivery [against/free of] payment
- (viii) Clearing Agent: [Not Applicable]/[●]
- (ix) Name(s) and address(es) of Initial Paying Agents: [ ]
- (x) Names and addresses of additional Paying Agent(s) (if any): [ ]

## 5. DISTRIBUTION

- (i) Method of distribution: [Syndicated / Non-Syndicated]
- (ii) If syndicated, names of Managers: [Not Applicable/give names]
- (iii) If non-syndicated, name of Dealer: [Not Applicable/give name]
- (iv) U.S. Selling Restrictions: [Regulation S compliance Category 2;] [TEFRA C rules apply] [TEFRA D rules apply] [TEFRA rules not applicable] [Basket notice applicable]
- (v) Canadian Sales: [Canadian Sales Permitted]<sup>21</sup> [Canadian Sales Not Permitted]
- (vi) Additional selling restrictions: [Not Applicable/give details]
- (vii) Prohibition of Sales to EEA Retail Investors: Applicable[, other than with respect to offers of the W&C Securities in [specify jurisdiction(s) for which a PRIIPs KID is being prepared] [during the period[s] [x]-[x] repeat periods as necessary]]

## 6. HIRE ACT WITHHOLDING

*[Where (a) the W&C Securities do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities or (b) the Section 871(m) determination has been made by the time the Pricing Supplement is finalised (in which case, the determination will have been made either (i) on the pricing date, if this falls 14 days or fewer before the issue date or (ii) on the issue date, if the pricing date falls more than 14 days before the issue date), include this option, completed as appropriate:*

The W&C Securities are [not] Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [The W&C Securities are [not] Dividend Reinvestment Securities.] [The W&C Securities are [not] Issuer Solution Securities.]

*[Otherwise, include this option:*

As at the date of this Pricing Supplement, the Issuer has not determined whether the W&C Securities are Specified Securities for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986, however indicatively it considers that they will [not] be Specified

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<sup>21</sup> This should not be specified for, among others, W&C Securities permitting physical delivery of Securities.

Securities for these purposes. **This is indicative information only subject to change and if the Issuer's final determination is different then it will give notice of such determination.** [The W&C Securities are [not] Dividend Reinvestment Securities.] [The W&C Securities are [not] Issuer Solution Securities.]]

**7. [INDEX/OTHER DISCLAIMER<sup>22</sup>**

The issue of this series of W&C Securities (in this paragraph, the “**Transaction**”) is not sponsored, endorsed, sold, or promoted by [**NAME OF INDEX/OTHER**] (the “**Index**”) or [**NAME OF INDEX/OTHER SPONSOR**] (the “**Index Sponsor**”) and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with entering into any Transaction. The Issuer shall not have any liability for any act of failure to act by the Index Sponsor in connection with the calculation adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date, none of the Issuer or its affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition or dissemination of the Index. Although the Calculation Agent will obtain information concerning the Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty or undertaking (express or implied) is made and no responsibility is accepted by the Issuer, its affiliates or the Calculation Agent as to the accuracy, completeness and timeliness of information concerning the Index.]

**8. [FURTHER INFORMATION RELATING TO THE UNDERLYING[S]**

(Need to include information/details of where information and an indication of where past and further performance and volatility (as applicable) on each underlying/its ultimate underlying (as applicable) can be obtained.)]

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<sup>22</sup> Include unless the relevant Index has a bespoke disclaimer, in which case substitute such bespoke disclaimer.

## **USE OF PROCEEDS**

Except as otherwise set out in the applicable Final Terms, the net proceeds of the issue of each Tranche of Securities will be added to the general funds of the Issuer or used by the Issuer and/or its affiliates for hedging the Securities.

## 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.

### *The Preference Share Issuer*

RBC GELP (UK) Limited (the "**Preference Share Issuer**" or "**RBC GELP**") is a private company limited by shares and was incorporated under the Companies Act 2006 on 10 October 2012 (with registered number 7804433). RBC GELP is governed by the laws of England and Wales and has its registered office at Riverbank House, 2 Swan Lane, London EC4R 3BF, United Kingdom.

The sole business activity of RBC GELP is to issue redeemable preference shares. Accordingly, RBC GELP does not have any trading assets and does not generate any significant net income.

A copy of RBC GELP's constitutional documents and the Preference Share terms and conditions are available (free of charge) from the registered office of RBC GELP at Riverbank House, 2 Swan Lane, London EC4R 3BF, United Kingdom.

### *The Preference Shares*

The Preference Share Issuer will from time to time issue tranches of 100 redeemable preferred shares (the "**Preference Shares**") with a par value of £0.01 each. The Preference Shares will be issued fully paid to Royal Bank of Canada and at a premium of £0.99, for total consideration of £1.00 each.

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, fund unit or share or basket of fund units or shares or to such other underlying instruments, bases of reference or factors (each a "**Preference Share Underlying**") and on such terms as may be determined by the Preference Share Issuer and specified in the applicable terms and conditions of the relevant series of preference shares (the "**Preference Share Terms**"). The Preference Share Terms, and any non-contractual obligations arising out of or in connection with the Preference Share Terms and any non-contractual obligations arising out of or in connection with them, are governed by and construed in accordance with English law.

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

The Preference Share Terms also provide that the Preference Share Issuer may redeem the Preference Shares early if:

- (a) the calculation agent in respect of the Preference Shares determines that for reasons beyond the Preference Share Issuer's control, the performance of the Preference Share Issuer's obligations under the Preference Shares has become illegal or impractical in whole or in part for any reason; or
- (b) any event occurs in respect of which the provisions of the Preference Share Terms relating to any adjustment, delay, modification, cancellation or determination in

relation to the Preference Share Underlying, the valuation procedure for the Preference Share Underlying or the Preference Shares provide that the Preference Shares may be redeemed; or

- (c) a change in applicable law or regulation occurs that in the determination of the Preference Share Calculation Agent results, or will result, by reason of the Preference Shares being outstanding, in the Preference Share Issuer being required to be regulated by any additional regulatory authority, or being subject to any additional legal requirement or regulation or tax considered by the Preference Share Issuer to be onerous to it; or
- (d) the Preference Share Issuer is notified that the Preference Share Linked Notes have become subject to early redemption.

The value of the Preference Shares will be published on each Business Day on the Bloomberg service on page RBPB.

*The Preference Share Underlying*

The performance of the Preference Shares depends on the performance of the Preference Share Underlying to which the relevant Preference Shares are linked.

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

## TAXATION

### Canadian Taxation

The following summary describes the principal Canadian federal withholding tax considerations under the *Income Tax Act* (Canada) (the “**Act**”) and *Income Tax Regulations* (the “**Regulations**”) generally applicable to a holder of Securities who acquires such Securities pursuant to the Base Prospectus or common shares of the Issuer or any of its affiliates on a Bail-in Conversion (“**Common Shares**”), and who, for the purposes of the Act and at all relevant times: (i) is not resident and is not deemed to be resident in Canada, (ii) deals at arm’s length and is not affiliated with the Issuer, any issuer of Common Shares, and any Canadian resident (or deemed Canadian resident) to whom the holder assigns, disposes of or otherwise transfers the Securities, (iii) is entitled to receive all payments (including any interest, principal and Additional Amounts) made on the Securities as beneficial owner, (iv) does not use or hold and is not deemed to use or hold Securities in or in the course of carrying on a business in Canada, (v) is not a “specified non-resident shareholder” of the Issuer for purposes of the Act or a non-resident person not dealing at arm’s length with a “specified shareholder” (within the meaning of subsection 18(5) of the Act) of the Issuer; and (vi) is not an insurer carrying on an insurance business in Canada and elsewhere (a “**Non-resident Holder**”).

Any Non-resident Holder to which this summary does not apply should consult its own tax advisor with respect to the tax consequences of acquiring, holding and disposing of the Securities. This summary assumes that no interest paid or deemed to be paid on the Securities will be in respect of a debt or other obligation to pay an amount to a person with whom the Issuer does not deal at arm's length for purposes of the Act.

This summary is based upon the provisions of the Act and the Regulations in force on the date hereof, proposed amendments to the Act and the Regulations in a form publicly announced prior to the date hereof by or on behalf of the Minister of Finance (Canada) (included for this purpose in the reference to the Act and Regulations) and the current administrative policies and assessing practices published in writing by the Canada Revenue Agency. This summary assumes that such proposed amendments will be enacted as currently proposed but no assurance can be given that this will be the case. This summary does not take into account or anticipate any other changes in law, whether by legislative, governmental or judicial action or interpretation, nor does it take into account provincial, territorial or foreign income tax legislation. Subsequent developments could have a material effect on the following description.

It is the intention of the Issuer that the terms and conditions of any Security, and in particular, any Reference Item(s) in respect of such Security, will not cause the Security to be “taxable Canadian property” (within the meaning of the Act). On this basis, this summary assumes that the Securities issued pursuant to this Base Prospectus will not be taxable Canadian property for Canadian federal income tax purposes. Non-resident Holders should consult their own tax advisors to determine whether a particular Security will be taxable Canadian property in their particular circumstances and to determine their Canadian federal income tax obligations in this regard.

**This summary is of a general nature only, and is not intended to be, nor should it be considered to be, legal or tax advice to any particular person including any Non-**

resident Holder. This summary describes only the Canadian federal withholding tax considerations associated with a Non-resident Holder acquiring, holding and disposing of a Security and a Common Share and does not describe any other Canadian federal income tax considerations which may be relevant to a prospective investor's decision to acquire Securities pursuant to the Base Prospectus. In particular, this summary does not describe the Canadian federal income tax considerations (including withholding tax) associated with holding or disposing of any property acquired on the repayment of, in satisfaction of, or on the exercise of, a Security. Prospective investors, including Non-resident Holders, should therefore consult their own legal and/or tax advisers with respect to their particular circumstances.

The Canadian federal withholding tax considerations applicable to Securities may be described more particularly, when such Securities are offered (and then only to the extent that they differ materially from the summary contained herein), in the Drawdown Prospectus or, in the case of Exempt Securities, in the Pricing Supplement, as appropriate, related thereto. In the event the Canadian federal income tax considerations are described in the Drawdown Prospectus or, in the case of Exempt Securities, in the Pricing Supplement, as appropriate, the following description will be superseded by the description in such document to the extent indicated therein.

For the purposes of the Act, all amounts not otherwise expressed in Canadian dollars must be converted to Canadian dollars based on the single day exchange rate, as quoted by The Bank of Canada for the applicable day or such other rate of exchange that is acceptable to the Minister of National Revenue (Canada).

#### **Notes**

Interest paid or credited or deemed to be paid or credited by the Issuer on a Note (including amounts on account or in lieu of payment of, or in satisfaction of, interest) to a Non-resident Holder will not be subject to Canadian non-resident withholding tax unless all or any portion of such interest (other than on a "prescribed obligation" described below) is contingent or dependent on the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, commodity price or any other similar criterion or by reference to dividends paid or payable to shareholders of any class or series of shares of the capital stock of a corporation ("**Participating Debt Interest**"). A "**prescribed obligation**" is a debt obligation the terms or conditions of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding which adjustment is determined by reference to a change in the purchasing power of money (an "**indexed debt obligation**") and no amount payable in respect thereof, other than an amount determined by reference to a change in the purchasing power of money, is contingent or dependent upon any of the criteria described in the preceding sentence.

In the event that a Note the interest (or deemed interest) payable on which is not exempt from Canadian withholding tax is redeemed, cancelled or purchased by the Issuer or any other person resident or deemed to be resident in Canada from a Non-resident Holder or is otherwise assigned or transferred by a Non-resident Holder to a person resident or deemed to be resident in Canada for an amount which exceeds, generally, the issue price thereof, the excess may be deemed to be interest and may, together with any interest that has accrued on the Note to that time be subject to non-resident withholding tax. Such excess will not be subject to withholding tax, if the Note is considered to be an "excluded obligation" for purposes of the Act. A Note that: (a) is not an indexed debt obligation; (b) was issued for an

amount not less than 97 per cent. of the principal amount (as defined in the Act); and (c) the yield from which, expressed in terms of an annual rate (determined in accordance with the Act) on the amount for which the Note was issued does not exceed 4/3 of the interest stipulated to be payable on the Note, expressed in terms of an annual rate on the outstanding principal amount from time to time, will be an excluded obligation for this purpose.

If applicable, the normal rate of Canadian non-resident withholding tax is 25 per cent. but such rate may be reduced under the terms of an applicable income tax treaty or convention between Canada and the country in which the Non-resident Holder is resident.

Generally, there are no other taxes on income (including capital gains) payable by a Non-resident Holder on interest, discount, or premium on a Note or on the proceeds received by a Non-resident Holder on the disposition of a Note including a redemption, payment on maturity, conversion (including a Bail-in Conversion), cancellation or purchase.

### **Common Shares Acquired on a Bail-in Conversion**

Dividends paid or credited, or deemed under the Act to be paid or credited, on Common Shares of the Issuer or of any affiliate of the Issuer that is a Canadian resident corporation to a Non-resident Holder will generally be subject to Canadian non-resident withholding tax at the rate of 25 per cent. on the gross amount of such dividends unless the rate is reduced under the provisions of an applicable income tax treaty or convention between Canada and the country in which the Non-resident Holder is resident.

A Non-resident Holder will not be subject to tax under the Act in respect of any capital gain realized on a disposition or deemed disposition of a Common Share unless the Common Share is or is deemed to be "taxable Canadian property" of the Non-resident Holder for the purposes of the Act and the Non-resident Holder is not entitled to an exemption under an applicable income tax treaty or convention between Canada and the country in which the Non-resident Holder is resident.

### ***W&C Securities***

The Canadian federal withholding tax consequences to a Non-resident Holder of acquiring, holding and disposing of a Certificate that is considered debt for Canadian federal income tax purposes, will, except as otherwise indicated in the applicable Drawdown Prospectus or, in the case of Exempt Securities, in the Pricing Supplement, as appropriate, generally be as described above under the heading "**Notes**". In particular, if a Certificate is considered debt of the Issuer for Canadian federal income tax purposes, the payment by the Issuer of an Additional Amount in respect of the Certificate to a Non-resident Holder will not be subject to Canadian non-resident withholding tax unless all or any portion of the interest, or amounts deemed to be interest for purposes of the Act (including such Additional Amount), is Participating Debt Interest.

Except as otherwise indicated in the applicable Drawdown Prospectus or, in the case of Exempt Securities, in the Pricing Supplement, as appropriate, any amount paid or credited or deemed to be paid or credited to a Non-resident Holder in respect of a Warrant or a Certificate that is not considered debt for Canadian federal income tax purposes, will generally not be subject to Canadian federal withholding tax.

### **United Kingdom Taxation**

**The following applies only to persons who are the beneficial owners of Securities and is a summary of the Issuer's understanding of current United Kingdom tax law (as applied in England and Wales) and published HM Revenue and Customs ("HMRC") practice in the United Kingdom relating only to United Kingdom withholding tax**

**treatment of payments in respect of the Securities and to whether the issue, transfer, redemption, exercise or settlement of a Security could be subject to United Kingdom stamp duty or stamp duty reserve tax. It does not deal with any other United Kingdom taxation implications of acquiring, holding or disposing of the Securities. 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. The United Kingdom tax treatment of prospective holders of Securities depends on their individual circumstances and may be subject to change in the future. Prospective holders of Securities who may be subject to tax in a jurisdiction other than the United Kingdom or who may be unsure as to their tax position should seek their own professional advice.**

### ***Withholding taxes***

United Kingdom withholding taxes can apply to a number of different types of payments. Those which could be relevant to securities such as the Securities include: interest, annual payments and manufactured payments. As a general matter, the Issuer may make payments under the Securities without any deduction of or withholding on account United Kingdom income tax if the payments do not have a United Kingdom source and they are not made by the Issuer in the course of a trade carried on in the United Kingdom through a branch or agency.

### ***Payments of interest on the Securities***

Whether or not payments or any part of any payment on a Security will constitute “interest” will depend upon, amongst other things, the terms and conditions of the Securities and the basis upon which amounts payable on the Securities are calculated.

Payments of interest on the Securities that do not have a United Kingdom source may be made without deduction or withholding on account of United Kingdom income tax. If interest paid on the Securities does have a United Kingdom source, then payments may be made without deduction or withholding on account of United Kingdom income tax in any of the following circumstances.

The Issuer, provided that it is and continues to be a bank within the meaning of section 991 of the *Income Tax Act 2007* (the “**UK Act**”), and provided that the interest on the Securities is and continues to be paid in the ordinary course of its business within the meaning of section 878 of the UK Act, will be entitled to make payments of interest without withholding or deduction for or on account of United Kingdom income tax.

Payments of interest on the Securities (if they qualify as a “security” for the purpose of section 987 of the UK Act) may be made without deduction of or withholding on account of United Kingdom income tax provided that the Securities carry a right to interest and the Securities are and continue to be listed on a “recognised stock exchange” within the meaning of section 1005 of the UK Act. Euronext Dublin is a recognised stock exchange. The Securities will satisfy this requirement if they are and continue to be officially listed in Ireland in accordance with provisions corresponding to those generally applicable in EEA states and are and continue to be admitted to trading on Euronext Dublin. Provided, therefore, that the Securities are and remain so listed, interest on the Securities will be payable without withholding or deduction on account of United Kingdom tax whether or not the Issuer is a “bank” and whether or not the interest is paid in the ordinary course of its business.

Interest on the Securities may also be paid without withholding or deduction on account of United Kingdom tax where the maturity of the Securities is less than 365 days and those Securities do not form part of a scheme or arrangement of borrowing intended to be capable of remaining outstanding for more than 364 days.

In other cases, an amount generally must be withheld from payments of interest on the Securities which have a United Kingdom source on account of United Kingdom income tax at the basic rate (currently 20 per cent.), subject to any other available reliefs and exemptions. 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 Securities, HM Revenue & Customs can issue a notice to the Issuer to pay interest to the holder of Securities without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

### ***Annual Payments***

If a periodic payment on a Security were not “interest”, and not repayment of principal, then such payment could constitute an “annual payment”. Whether or not any periodic payment were to constitute an “annual payment” for these purposes will depend upon, amongst other things, the terms and conditions of the Securities and the basis upon which it is calculated. However, if in relation to a Security the Issuer is only required to make a single payment to its holders following redemption or exercise, and there are no amounts due by way of interest, additional amount or other periodic payment on that Security, payments should not generally constitute “annual payments”.

Payments on a Security which constitute “annual payments” that do not have a United Kingdom source may be made without deduction or withholding on account of United Kingdom income tax.

An amount must generally be withheld from “annual payments” on Securities that have a United Kingdom source 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, HMRC can issue a notice to the Issuer to pay to the Holder without deduction of tax (or for amounts to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

### ***Manufactured Payments***

Payments on the Securities should not constitute “manufactured payments” subject to any deduction of or withholding on account of United Kingdom income tax unless:

- (i) the Securities will or may settle by way of physical delivery;
- (ii) the assets which will or may be delivered are shares issued by a “company UK REIT” or the “principal company” of a “group UK REIT” (all bearing the same meaning as in section 918 of the UK Act) or securities (other than shares) issued by the United Kingdom government, a local or other public authority in the United Kingdom or any other United Kingdom resident body; and
- (iii) the payments are representative of dividends on those shares, or interest paid on those securities (as the case may be).

Payments on a Security which do constitute “manufactured payments” may in any event be made without deduction of or withholding on account of United Kingdom income tax unless the Issuer makes those payments in the course of a trade carried on in the United Kingdom through a branch or agency.

If such a “manufactured payment” were paid by the Issuer in the course of a trade carried on in the United Kingdom through a branch or agency then the Issuer may (subject to reliefs and exemptions) be required to make a deduction of or withholding on account of United Kingdom income tax from such payment on account of United Kingdom income tax at the basic rate.

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, HMRC may be able to issue a notice to the Issuer to pay to the Holder without deduction of tax (or for amounts to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

### **Stamp duty and stamp duty reserve tax (SDRT) in relation to Securities**

A charge to stamp duty or SDRT may, in certain circumstances, arise on the issue, transfer, exercise, settlement and/or redemption of Securities and SDRT may also be payable in relation to any agreement to transfer Securities. This will depend upon the Terms and Conditions of the relevant Securities (as supplemented by the applicable Final Terms or, in the case of Exempt Securities, as amended and supplemented by the applicable Pricing Supplement). Holders of Securities should take their own advice from an appropriately qualified professional advisor in this regard.

### **Finland Taxation**

*The following summary relates only to Finnish withholding tax issues with respect to payments made in respect of the Securities to persons who are generally liable to tax on Finland (i.e. persons that are resident of Finland for tax purposes). The summary does not deal with any other Finnish tax implications of acquiring, holding or disposing of the Securities. Investors are advised to seek professional advice relating to other tax implications in respect of acquiring, holding or disposing of the Securities.*

On the basis that the Issuer is not resident in Finland for tax purposes and has no presence in Finland, there is no Finnish withholding tax (*Fi. lähdevero*) applicable to the payments made by the Issuer in respect of the Securities.

However, Finland operates a system of preliminary taxation (*Fi. ennakonpidätysjärjestelmä*) to secure payment of taxes in certain circumstances. In the context of the Securities, a tax of 30 per cent. will be deducted and withheld from all payments that are treated as interest or as compensation comparable to interest, when such payments are made by a Finnish paying agent to individuals. Any preliminary tax (*Fi. ennakonpidätys*) will be used for the payment of the individual's final taxes (which means that they are credited against the individual's final tax liability). If, however, the Securities are regarded as warrants for Finnish tax purposes, any profits on warrants would, based on current Finnish court and taxation practice, be considered a capital gain (as opposed to interest or compensation comparable to interest). Therefore, any payments made in respect of Securities that are regarded as warrants may be made without deduction or withholding for or on account of Finnish tax and should, accordingly, not be subject to any preliminary taxation (*Fi. ennakonpidätys*) by a Finnish Paying Agent.

Any payments made in respect of Securities to corporate entities that are resident in Finland for tax purposes will not be subject to any preliminary taxation (*Fi. ennakonpidätys*) by a Finnish Paying Agent.

### **France Taxation**

**This summary is of a general nature only, and is not intended to be, nor should it be considered to be, legal or tax advice to any particular person. The following applies only to persons who are the beneficial owners of the Securities and is a summary of the Issuer's understanding of current French legislation in force as at May 11, 2018 and may be subject to change, sometimes with retrospective effect.**

**The summary does not address, amongst others, credit of foreign taxes. Investors should consult their own professional tax advisors with regard to the tax regulations applicable to their individual situation as per the tax consequences (including the applicability and effect of tax treaties for the avoidance of double taxation) of acquiring, owning and disposing of Securities in their particular circumstances.**

### **1.1 French Withholding tax on payment made by the Issuer**

Provided that the Issuer of the Securities is not a tax resident of France for French tax purposes and does not have a permanent establishment in France and is not acting through any intermediary or paying agent based in France, payments made under the Securities may be paid by the Issuer without withholding or deduction for or on account of French Withholding tax in accordance with applicable French law.

Whilst the Issuer has a Paris branch, assuming such branch does not have any role in respect of the Programme, including without limitation does not participate in any payment whatsoever made under the Securities, such payments may be made by the Issuer without withholding or deduction of French Withholding tax in accordance with applicable French law.

### **1.2 French tax resident investors**

Assuming individuals hold Securities as part of their personal estate and are not frequently involved in stock exchange transactions as part of their professional activity the following regime applies.

#### **(a) Income**

As a general principle and subject to treaty provisions, French tax resident investors are taxable in France on their worldwide income.

Income derived by French resident investors holding Securities as part of their personal estate and who are not frequently involved in stock exchange transactions as part of their professional activity should be subject to (i) a flat tax at a rate of 30 per cent. including personal income tax at a rate of 12.8 per cent. and social security contributions at a rate of 17.2 per cent. and, if applicable, (ii) an exceptional contribution on high income (*contribution exceptionnelle sur les hauts revenus*).

French resident investors can alternatively elect to be subject to personal income tax at progressive rates (such express and irrevocable election is global upon the filing of their personal tax return of the taxable year). In such a case, social security contributions would also be owed at a rate of 17.2 per cent.

For such income, a compulsory advance levy applies at a rate of 12.8 per cent. on the gross proceeds of the Securities. Individual taxpayers who belong to a tax household of which the reference fiscal income of the second last complete tax year is lower than EUR 25,000 (single, divorced, or widowed taxpayers) or EUR 50,000 (jointly taxed couples) are exempted from such levy. The levy is an advance of personal income tax. It is applied against the income tax due in respect of income received in the year in which it is levied (for example, for revenues received in 2017, the levy is due in 2017 and is applied against the income tax paid in 2018 in respect of income received in 2017). Any eventual surplus of the compulsory levy is refundable.

Income from Securities are included within the reference fiscal income of the tax household used as the tax base for the exceptional contribution on high income. This contribution is calculated at a rate of 3 per cent. for the portion of the reference fiscal income between EUR 250,000 and EUR 500,000 for single, widowed, divorced, or separated taxpayers, and to the portion between EUR 500,000 and EUR 1,000,000 for taxpayers filing jointly and 4 per cent. for the portion of the reference fiscal income exceeding EUR 500,000 for single, widowed, divorced and separated taxpayers and to the portion exceeding EUR 1,000,000 for jointly taxed couples.

In addition, where the amounts paid when due are lower than the amounts paid at subscription or acquisition of the product, the corresponding loss is considered as a capital loss which is not deductible from the global revenue of the investor.

(b) Capital gains

Net capital gains realised on the sale of Securities by French tax residents are subject to a flat tax at a rate of 30 per cent. including personal income tax at a rate of 12.8 per cent. and social security contributions at a rate of 17.2 per cent. French resident investors can also elect to be taxed at progressive rates as regards personal income tax (such express and irrevocable election is global upon the filing of the tax return of the taxable year). Social security contributions would also be owed at a rate of 17.2 per cent.

Net capital gains on the sale of Securities are included in the reference fiscal income of the tax household used as the tax base for the exceptional contribution on high income.

Net capital losses on the sale of Securities reduce the capital gains of the same type in the same year, and possibly over the next ten years realised by the taxpayer himself or, in the case of married couples or couples who have entered into a civil union (*PACS*), by the two spouses or partners.

(c) Inheritance and gift tax

Securities transferred upon inheritance or gift are subject to inheritance (*droits de succession*) or gift tax (*droits de donation*) in France, subject to any applicable double taxation treaty.

### 1.3 French tax resident legal entities subject to corporate income tax

(a) Income

Subject to relevant tax treaty, interest, redemption premium and gains from Securities received by French tax resident companies are taken into account in determining the taxable amount. Under certain conditions, redemption premiums are taken into account in determining the taxable amount by using an actuarial method of allocation during the length of the product or contract.

Such income is subject to corporate income tax at a different rate depending on the size and profits of the company. The French Finance Bill for 2018 provides that the French corporate income tax rate will decrease from 33 1/3 per cent. to 25 per cent. in the following years. The 25 per cent. corporate income tax rate will be progressively extended to all entities as follows:

- For fiscal years starting on or after January 1, 2018, the 28 per cent. rate would apply on the first EUR 500,000 of taxable income. Over EUR 500,000, the 33 1/3 per cent. rate would apply on the taxable income.
- For fiscal years starting on or after January 1, 2019, the 28 per cent. rate would apply on the first EUR 500,000 of taxable income. Over EUR 500,000, the 31 per cent. rate would apply on the taxable income.
- For fiscal years starting on or after January 1, 2020, the 28 per cent. rate would apply on the entire taxable income.
- For fiscal years starting on or after January 1, 2021, the 26.5 per cent. rate would apply on the entire taxable income.
- For fiscal years starting on or after January 1, 2022, the 25 per cent. rate would apply on the entire taxable income.

Notwithstanding the above a reduced tax rate of 15 per cent. will be maintained for the first EUR 38,120 of taxable income of "Small and Medium entities" provided that: (i) the revenue of the entity does not exceed EUR 7.63 million or EUR 50 million as from fiscal years starting on or after January 1, 2019; (ii) the share capital of the entity is fully paid up; and (iii) the entity is held at least up to 75 per cent. by individuals or other entities meeting the above conditions.

Moreover, a company (i) whose turnover exceeds EUR 7,630,000 or (ii) the share capital of which is not held by individuals for more than 75 per cent. of their share-capital is subject to an additional social contribution of 3.3 per cent. assessed on the amount of corporate income tax, after applying a rebate (effective tax rate is thus 34.43 per cent for fiscal years starting on or after January 1, 2018).

Please note that an "exceptional surcharge" applies to companies whose gross revenues exceeded EUR 1 billion for the financial years closed between December 31, 2017 and December 30, 2018. The surcharge is imposed on the amount of corporate income tax due on the results of the concerned taxable year. The "exceptional surcharge" amounts would equal 15 per cent. of the gross amount of corporate tax owed by the taxpayer, before being offset by any tax credit or tax reductions. Taxpayers with revenue exceeding EUR 3 billion are subject to an "additional surcharge" equal to 15 per cent. of their corporate tax liability i.e., these taxpayers are subject to a total surcharge of 30 per cent. of their gross corporate tax liability.

(b) Capital gains

Capital gains and losses realised on the sale of Securities by French tax resident companies are taken into account in determining their ordinary taxable result, it being specified, however, that banking institutions and investment companies are required to evaluate, at the close of each year, Securities they owned at their most recent market value.

In case of realisation of a capital gain, this is subject to corporate income tax under the rule mentioned above. In case of realisation of a capital loss, this is deductible from the taxable result, under conditions of ordinary law.

## **Luxembourg Taxation**

*The following is a summary of certain material Luxembourg tax consequences of purchasing, owning and disposing of the Securities. It does not purport to be a complete analysis of all possible tax situations that may be relevant to a decision to purchase, own or dispose of the Securities. It is included herein solely for preliminary information purposes and is not intended to be, nor should it construed to be, legal or tax advice. Prospective purchasers of the Securities should consult their own tax advisers as to the applicable tax consequences of the ownership of the Securities, based on their particular circumstances. The following description of Luxembourg tax law is based upon the Luxembourg law and regulations as in effect and as interpreted by the Luxembourg tax authorities on the date of this Base Prospectus and is subject to any amendments in law (or in interpretation) later introduced, whether or not on a retroactive basis.*

*Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax laws and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (impôt sur le revenu des collectivités), municipal business tax (impôt commercial communal), a solidarity surcharge (contribution au fonds pour l'emploi) levied at the combined rate of 26.01 per cent. for 2018 and for companies established in the City of Luxembourg and personal income tax levied at progressive income tax rates (impôt sur le revenu) generally. Corporate taxpayers may further be subject to net wealth tax (impôt sur la fortune), levied on a yearly basis at the rate of 0.5 per cent. up to a taxable basis of EUR 500 million and at the reduced rate of 0.05 per cent. for the portion of the net wealth exceeding EUR 500 million as well as other duties, levies or taxes. Corporate income tax, municipal business tax, as well as the solidarity surcharge, as well as net wealth tax invariably applies to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax, and to the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.*

### **Luxembourg Tax Residency of the Holders of the Securities**

A Holder of the Securities will not become resident, nor be deemed to be resident, in Luxembourg by reason only of the holding of the Securities or the execution, performance, settlement, delivery and/or enforcement of the Securities.

### **Withholding Taxation with respect to the Notes**

#### *Resident Holders of the Notes*

A 20 per cent. Luxembourg withholding tax (the “**Relibi WHT**”) is levied on interest payments made by Luxembourg paying agents to beneficial owners who are Luxembourg resident individuals or to certain entities that secure interest payments on behalf of such individuals. The Relibi WHT also applies on accrued interest received upon disposal, redemption or repurchase of the Notes. The Relibi WHT will be in full discharge of income tax if the beneficial owner is a Luxembourg resident individual acting in the course of the management of his/her private wealth.

### *Non-resident Holders of the Notes*

Under current Luxembourg tax law there is no withholding tax on any arm's length distribution made by the Issuer or its paying agent to the non-resident Holder of the Notes to the extent they are not profit participating.

Please note that Council Directive 2003/48/EC on taxation of savings income has been repealed and replaced with an automatic exchange of information by the Council Directive 2015/2060/EU. Also, on December 9, 2014 the Council of the European Union adopted Directive 2014/107/EU amending Directive 2011/16/EU of February 15, 2011 on administrative cooperation in the field of taxation which provides for an automatic exchange of financial account information between EU Member States. Further, on December 8, 2015, the Council of the European Union adopted Directive 2015/2376 amending the aforementioned Directive 2011/16/EU and establishing a central directory, accessible to all Member States, to which Member States will upload and store information, instead of exchanging that information by secured email (the "**DAC Directives**"). The adoption of the DAC Directives implements the Organisation for Economic Co-operation and Development's Common Reporting Standards and generalizes the automatic exchange of information within the European Union as of January 1, 2016. The Luxembourg law dated July 23, 2016 transposed the Council Directive 2015/2060/EU to clarify reporting rules as resulting from the different Directives.

### ***Withholding Taxation with respect to the W&C Securities***

The Luxembourg withholding tax consequences of acquiring, holding and disposing of a W&C Securities that are considered debt for Luxembourg tax purposes will, for the Holder, except as otherwise indicated in the applicable Pricing Supplement or Drawdown Prospectus, as appropriate, generally be as described above under the heading "*Withholding Taxation with respect to the Notes*".

### ***Income Taxation with respect to the Notes***

For the purposes of this section, a disposal may include a sale, an exchange, a contribution, a redemption, any other kind of transfer, as well as the settlement of the Notes.

### *Taxation of Luxembourg Non-residents*

Holders of Notes who are non-residents of Luxembourg and who do not have a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable are not liable to any Luxembourg income tax, whether they receive payments of principal or interest (including accrued but unpaid interest) or realise capital gains on the disposal of any Notes.

Holders of Notes who are non-residents of Luxembourg who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable have to include any interest received or accrued, as well as any capital gain realised on the disposal of the Notes in their taxable income for Luxembourg income tax assessment purposes.

## *Taxation of Luxembourg Residents*

### Luxembourg Resident Individuals

An individual Holder of Notes acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax in respect of interest received, redemption premiums or issue discounts under the Notes except if a final Relibi WHT has been levied on such payments in accordance with the rules mentioned above.

Under Luxembourg domestic tax law, gains realised upon the disposal in any form whatsoever of the Notes which do not constitute Zero Coupon Notes, by an individual Holder of Notes who acts in the course of the management of his/her private wealth are not subject to Luxembourg income tax, provided this disposal takes place at least six months after the acquisition of the Notes. An individual Holder of Notes who acts in the course of the management of his/her private wealth has to include the portion of the gain corresponding to accrued but unpaid interest in respect of the Notes in his/her taxable income. A gain realised upon a disposal of Zero Coupon Notes (taking place at or before their maturity) by Luxembourg resident Holders in the course of the management of their private wealth must be included in their taxable income for Luxembourg income tax assessment purposes.

Luxembourg resident individual Holders of Notes acting in the course of the management of a professional or business undertaking to which or whom the Notes are attributable, have to include any interest received or accrued, as well as any gain realised on the disposal of the Notes in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the disposal price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes disposed of.

### Luxembourg Corporate Residents

Fully taxable Luxembourg corporate Holders of Notes must include any interest received or accrued, as well as any gain realised on the disposal in any form whatsoever of the Notes in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the disposal price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes disposed of.

### Luxembourg Corporate Residents Benefiting from a Special Tax Regime

Luxembourg Holders of the Notes who benefit from a special tax regime, such as, for example, (i) undertakings for collective investment subject to the amended law of December 17, 2010, (ii) specialized investment funds subject to the amended law of February 13, 2007, (iii) family wealth management companies governed by the amended law of May 11, 2007 or (iv) reserved alternative investment funds treated as a specialized investment funds and governed by the law of July 23, 2016, are exempt from income tax in Luxembourg and thus income derived from the Notes by such corporate vehicles as well as gains realized thereon, are not subject to income tax.

### ***Income taxation with respect to the W&C Securities***

The Luxembourg income tax consequences to a Holder of acquiring, holding and disposing of W&C Securities that are considered debt for Luxembourg tax purposes, will, except as otherwise indicated in the applicable Pricing Supplement or Drawdown Prospectus, as appropriate, generally be as described above under the heading "*Income Taxation with respect to the Notes*".

### **Net Wealth Tax**

Luxembourg resident Holders of the Securities and non-resident Holders of the Securities, who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Securities are attributable, may be subject to Luxembourg net wealth tax on such Securities, except if the Holder of the Securities is (i) a resident or non-resident individual taxpayer, (ii) a UCIT subject to the amended law of December 17, 2010, (iii) a securitization company governed by the amended law of March 22, 2004 on securitisation, (iv) a company governed by the amended law of June 15, 2004 on venture capital vehicles, (v) a specialized investment fund governed by the amended law of February 13, 2007, (vi) a family wealth management company governed by the amended law of May 11, 2007, (vii) a professional pension institution governed by the amended law of July 13, 2005 or (viii) a reserved alternative investment fund governed by the law of July 23, 2016. A minimum net wealth tax (“MNWT”) of EUR 4,500 in 2018 (increased to EUR 4,815 by the 7 per cent. solidarity surcharge (or the employment fund)) is levied on any company whose financial assets, transferable securities and cash deposits exceed 90 per cent. of its total balance sheet and EUR 350,000. If the aforementioned threshold is not met, the amount of MNWT will depend on the total balance sheet of the company at the closing of the preceding financial year and will then range from EUR 535 to EUR 32,100. The MNWT also applies to vehicles benefiting from a favorable tax regime listed above under (iii), (iv) and the ones under (viii) to the extent treated as a venture capital vehicle.

### **Value added tax**

There is no Luxembourg value added tax payable in respect of payments exclusively in consideration for the issue of the Securities or in respect of the payment of interest or principal under the Securities or the price of the Securities in case of a transfer of the Securities.

### **Other Taxes**

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by the Holders of the Securities as a consequence of the issuance of the Securities nor will any of these taxes be payable as a consequence of a subsequent transfer of redemption, repurchase or settlement of the Securities, unless registered with the Luxembourg registration authorities (which is generally not mandatory unless evidenced by notarial deed).

Under current Luxembourg tax law, where an individual Holder of the Securities is a resident for inheritance tax purposes of Luxembourg at the time of his/her death, the Securities are included in his/her taxable estate for inheritance tax purposes. Gift tax may be due on a gift or donation of Securities if the gift is recorded in a deed passed in front of a Luxembourg notary or otherwise registered in Luxembourg.

### **Swedish Taxation**

*The following summary outlines certain Swedish tax consequences relating to holders of Securities. The summary is based on the laws of Sweden as currently in effect and is intended to provide general information only. The summary does not address, inter alia, situations where the Securities are held in an investment savings account (Sw. investeringssparkonto), the tax consequences in connection with a write-down, write-off or conversion of the Securities, the tax consequences following substitution (instead of redemption) of the Securities or the rules regarding reporting obligations for, among others,*

*payers of interest. Further, the summary does not address credit of foreign taxes. Investors should consult their professional tax advisers regarding the Swedish tax and other tax consequences (including the applicability and effect of tax treaties for the avoidance of double taxation) of acquiring, owning and disposing of Securities in their particular circumstances.*

### **Holders resident in Sweden**

In general, for Swedish corporations and private individuals (and estates of deceased individuals) who are resident in Sweden for Swedish tax purposes, all capital income (for example, income that is considered to be interest for Swedish tax purposes and capital gains on Securities) will be taxable. Specific tax consequences may be applicable to certain categories of corporations, for example, life insurance companies. In addition, specific tax consequences may be applicable if, and to the extent, a holder of Securities realizes a capital loss on the Securities and to any currency exchange gains or losses.

If amounts that are deemed as interest for Swedish tax purposes are paid by Euroclear Sweden or by another legal entity domiciled in Sweden, including a Swedish branch, to a private individual (or an estate of a deceased individual) with residence in Sweden for Swedish tax purposes, Swedish preliminary taxes are normally withheld by Euroclear Sweden or the legal entity on such payments. Swedish preliminary taxes should normally also be withheld on other return on Securities (but not capital gains), if the return is paid out together with such a payment of interest referred to above.

### **Holders not resident in Sweden**

Broadly speaking, *provided that* the value of or the return on the Securities relates to securities taxed as shares, private individuals who have been residents of Sweden for tax purposes due to a habitual abode in Sweden or a stay in Sweden for six consecutive months at any time during the calendar year of disposal or redemption or the ten calendar years preceding the year of disposal or redemption, are liable for capital gains taxation in Sweden upon disposal or redemption of such Securities. However, an additional requirement for capital gains taxation in Sweden is that the Securities, issued by or in a foreign company, were acquired when the private individual was resident in Sweden for tax purposes. In a number of cases though, the applicability of this rule is limited by the applicable tax treaty for the avoidance of double taxation.

### **Swiss Taxation**

**The following is a general summary of the Issuer's understanding of certain Swiss tax consequences in relation to dealings in the Securities according to the currently valid Swiss tax laws and the Swiss tax authorities' practice as at the date of this Base Prospectus. This outline is a summary and not exhaustive and does not take into consideration possible special circumstances of some investors. Tax laws and the tax authorities' practice may undergo changes (or their interpretation or application may change) and their validity might also be retroactive.**

**Holders and prospective holders of Securities are advised to consult with their tax advisers with respect to the Swiss tax consequences of the purchase, ownership, disposition, laps or exercise or redemption of a Security in light of their particular circumstances.**

#### **1. General Information**

The Swiss tax treatment of notes, bonds and other financial instruments are primarily regulated pursuant to the conditions set forth in the Circular Letter no. 15 of the Federal Tax

Administration regarding the treatment of Bonds and Derivatives Financial Instruments for the purpose of the Federal Income Tax, Federal Withholding Tax and Federal Stamp Duties, as published on October 3, 2017. These rules are usually also applied by the Cantonal and Communal tax authorities. It should be noted that the Swiss tax terms “notes” and “bonds” are not consistent with the corresponding terms stipulated by Swiss security laws and the international or foreign understanding of such terms.

## **2. Federal Stamp Duties**

### **2.1 Issue Stamp Tax (“Emissionsabgabe”)**

The issuance of Securities issued by a foreign resident issuer is in general not subject to Issue Stamp Tax (“Emissionsabgabe”).

### **2.2 Securities Transfer Tax (“Umsatzabgabe”)**

Secondary market transactions of Securities which, due to specific features, are considered as (debt) financing instruments, share-like or fund-like products for purposes of Swiss tax law are subject to the Securities Transfer Tax (i) of up to 0.15 per cent. in the case of a Security which has been issued by a Swiss resident issuer or (ii) of up to 0.3 per cent. in the case of a Security which has been issued by an issuer resident abroad, provided in both cases that a Swiss securities dealer (“Effekthändler”), as defined in art. 13 para. 3 of the Swiss Federal Act on Stamp Duties (“Stempelabgabengesetz”), is a party to the securities transaction or acts as an intermediary thereto. Furthermore, the issuance of a Security which is considered as a fund-like product for Swiss tax purposes is in general also subject to the Securities Transfer Tax. If upon the exercise or redemption of a Security an underlying security is delivered to the holder of the Security, the transfer of the underlying security may be subject to Securities Transfer Tax. Certain exemptions may, inter alia, apply with regard to institutional investors such as mutual funds, life insurance companies and social security institutions.

## **3. Federal Withholding Tax (“Verrechnungssteuer”)**

Securities issued by a foreign resident issuer are in general not subject to Federal withholding tax.

Payments or credits of (deemed) interest or dividends on a Security issued by a Swiss resident issuer may be subject to Federal withholding tax at a rate of 35 per cent. This may apply likewise to payments or credits of yield from Securities which classify for tax purposes as fund-like products.

The holder of a Security who is resident in Switzerland may be entitled to a full refund of or a full tax credit for the Federal withholding tax, subject to conditions being met.

A non Swiss resident holder of a Security may be able to claim a full or partial refund of the Federal withholding tax if such a holder is entitled to claim the benefits with regard to such a payment of a double taxation treaty between Switzerland and his or her country of residence.

## **4. Federal Income Tax (“Direkte Bundessteuer”)**

### **4.1 Income Taxation of Securities Held by Private Investors (Individuals) with Tax Residence in Switzerland as Part of Private Property**

Gains or losses realised upon a sale or other disposition by individuals holding a Security as part of their private property (private capital gains or losses) are in general not subject to income taxation or are not deductible from taxable income respectively. Capital gains may, however, be subject to income taxation, if a Security or a distinguishable part thereof qualifies as a bond where the predominant part of the annual yield is paid in a one time payment (“überwiegende Einmalverzinsung”). Losses arising from predominant one time interest paying bonds may be deducted from gains from similar instruments in the same tax period.

Gains or losses realised by buying or selling Securities which are considered for Swiss tax purposes as pure derivatives (options and futures) are not subject to income tax as they are considered as tax-exempt capital gains or losses.

Income derived from a Security which is neither a private capital gain, as set out above, nor a repayment of paid in capital (or face value in case of shares) is generally subject to income tax. This applies, inter alia, to any issuance discount, repayment premium, other guaranteed payments (besides repayment of capital or option premium) or any combination thereof. Payments or credits received by a holder because of dividends, interest etc. of the underlying may be subject to income tax for such a holder. This may apply likewise to payments or credits derived from underlying funds.

The specific income tax treatment of a Security is depending on certain features of the Security such as pay-off structure, underlying, term, guaranteed coupon payments, capital protection etc. Some Securities may be divided into taxable bond and a tax-exempt option (or combinations of options) provided that the Security is for Swiss tax purposes made transparent by the issuer. Under the condition of transparency, the option premium paid by the issuer is exempt from income taxation. In this case the taxation is limited to the interest of the bond part which would have been paid for an investment in a comparable straight bond of the same issuer with a similar term and the same currency at market conditions. If the interest part of the Security is paid as a one-time compensation, the so-called “modifizierte Differenzbesteuerung” may apply in each case of pre-maturity sale or redemption of the Security. If a Security is not made transparent for Swiss tax purposes (only if the security needs to be transparent for Swiss tax purposes) the total payment to the investor (except the repayment of the invested capital) could be considered as taxable income.

For Swiss resident investors the taxable income needs to be converted into Swiss Francs. Therefore, for all Securities which are not issued in CHF, any change of the exchange rate to the Swiss Francs has an influence on the taxable income.

#### **4.2 Income Taxation of Securities Held by Swiss Resident Entities or Individuals as Part of Business Property**

Income of any kind realised from and losses incurred for business reasons on Securities as part of the business property of individuals (including deemed securities dealers due to frequent dealing, debt financing and similar criteria (“Wertschriftenhändler”)) or entities resident in Switzerland are subject to personal income tax or corporate income tax respectively as a part of the overall net income.

### **5. Wealth Taxation of Products Held by Swiss Resident Individuals**

Market value of Securities may be subject to wealth tax levied on overall net wealth of Swiss resident individuals, regardless of whether the Security are held as part of the private or business property.

### **6. Automatic Exchange of Information in Tax Matters**

As of January 1, 2017 Switzerland has implemented the Automatic Exchange of Information in Tax Matters ("**AEOI**") with the EU and various other countries and is negotiating the introduction of the AEOI with further countries. The website of the State Secretariat for International Finance Matters SIF ([www.sif.admin.ch](http://www.sif.admin.ch)) provides an overview of all partner states with which Switzerland has signed an agreement for the introduction of the AEOI.

## **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.

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

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

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in Securities (including secondary market transactions) in certain circumstances. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt.

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

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

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

### **Foreign Account Tax Compliance Act**

Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended ("**FATCA**") impose a 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 is receiving a payment on an investor's behalf that does not enter 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 (an FFI which has entered into such an agreement or is exempt from or in deemed compliance with FATCA, a "**Participating FFI**") and (ii) in certain instances, an investor who does not provide information sufficient to determine whether the investor is a U.S. person or, in the case of certain non-financial non-exempt entities, does not provide information sufficient to determine whether the investor has substantial US owners. The Issuer is classified as an FFI. The Issuer anticipates that any Securities issued in global form will be held by FFIs that are Participating FFIs but there is no guarantee that a custodian or broker through which an investor holds a Security will be a Participating FFI.

This 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 January 1, 2019. This withholding would potentially apply to payments in respect of any

Securities characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued after the "**grandfathering date**", which (A) with respect to Securities that give rise solely to foreign passthru payments, is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are published with the U.S. Federal Register, and (B) with respect to Securities that give rise to a dividend equivalent pursuant to section 871(m) of the U.S. Internal Revenue Code of 1986, is July 1, 2017. If such Securities are materially modified after the applicable grandfathering date, payments made after the date any such material modification occurs may be subject to this withholding tax. This withholding would also potentially apply to payments in respect of any Securities characterised 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, including Canada, have entered into intergovernmental agreements to facilitate the implementation of FATCA (each, an "**IGA**"). IGAs generally limit instances when FATCA withholding is required. Nevertheless, these IGAs currently contain no rules regarding the withholding, if any, that may be required on foreign passthru payments.

**FATCA is particularly complex and some aspects of its application are uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to amendment or further interpretation by one or more governments or governmental agencies. Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with 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, which treats a "dividend equivalent" payment as a dividend from sources within the United States. 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 IRS. A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) or (ii). U.S. Treasury regulations issued under Section 871(m) and applicable guidance (the "**Section 871(m) Regulations**") require withholding on certain non-U.S. holders of the Securities with respect to amounts treated as attributable to dividends from certain U.S. securities. A Security subject to the Section 871(m) withholding regime will be referred to in this Base Prospectus as a "**Specified Security**". The Section 871(m) Regulations provide certain exceptions to this withholding requirement, in particular for instruments linked to certain broad-based indices.

Withholding in respect of dividend equivalents will generally be required when cash payments are made on a Specified Security or upon the date of maturity, lapse or other disposition by

the non-U.S. holder of the Specified Security. If the underlying U.S. security or securities are expected to pay dividends during the term of the Specified Security, withholding generally will still be required even if the Specified Security does not provide for payments explicitly linked to dividends. If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

Additionally, with respect to Securities that provide for, dividend reinvestment in respect of either an underlying U.S. security or an index that includes U.S. securities, (any such Security, a "**Dividend Reinvestment Security**"), the holder will be deemed to receive an amount equal to 100 per cent. of the dividends on the U.S. securities in the form of a dividend equivalent payment (as defined under regulations promulgated pursuant to Section 871(m) of the Code), and the Issuer will withhold 30 per cent of the dividend equivalent payment regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law, including, for the avoidance of doubt, where a non-U.S. holder is eligible for a reduced tax rate under an applicable tax treaty with the United States (a Specified Security subject to such withholding, an "**Issuer Solution Security**"). Investors should consult both their custodians and their advisors as to the availability of reduced rates, refunds, and credits.

The Issuer will not pay any additional amounts to the holder on account of the tax withheld under section 871(m).

The Section 871(m) Regulations generally apply to Specified Securities issued on or after January 1, 2017. If the terms of a Security issued before that date are subject to a "significant modification" (as defined for U.S. tax purposes), the Security generally would be treated as retired and reissued on the date of such modification for purposes of determining based on economic conditions in effect at that time, whether such Security is a Specified Security. Similarly, if additional Securities of the same series are issued (or deemed issued for U.S. tax purposes, such as certain sales of Securities out of inventory) after the original issue date, the IRS could treat the issue date for determining whether the existing Securities are Specified Securities as the date of such subsequent sale or issuance. Consequently, a previously out of scope Security might become a Specified Security following such modification or further issuance.

The applicable Issue Terms will indicate whether the Issuer has determined that Securities are Specified Securities. If Securities are Specified Securities, a non-U.S. holder of such Securities should expect to be subject to withholding in respect of any dividend-paying U.S. securities underlying those Securities. The Issuer's determination is binding on non-U.S. holders of the Securities, but it is not binding on the IRS. The Section 871(m) Regulations require complex calculations to be made with respect to Securities linked to U.S. securities and their application to a specific issue of Securities may be uncertain.

**Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the Securities.**

## SUBSCRIPTION AND SALE

Securities may be sold from time to time by the Issuer to RBC Europe Limited (a "**Dealer**"). Securities may also be sold by the Issuer directly to institutions who are not Dealers. The arrangements under which Securities may from time to time be agreed to be sold by the Issuer to, and purchased by, Dealers are set out in a dealership agreement dated October 12, 2018 (as amended, supplemented or replaced from time to time, the "**Dealership Agreement**") and made between the Issuer and the Dealer. Any such agreement will, *inter alia*, make provision for the form and terms and conditions of the relevant Securities, the price at which such Securities will be purchased by the Dealer and the commissions or other agreed deductibles (if any) payable or allowable by the Issuer in respect of such purchase. The Dealership Agreement makes provision for the resignation or termination of appointment of existing Dealers and for the appointment of additional or other Dealers either generally in respect of the Programme or in relation to a particular Tranche of Notes.

RBC Europe Limited is an affiliate of the Bank.

### **Canada**

The Securities have not been and will not be qualified for sale under the securities laws of any province or territory of Canada.

If the applicable Issue Terms specify "Canadian Sales Not Permitted", the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or distributed, and that it will not offer, sell or distribute, any Securities, directly or indirectly, in Canada or to, or for the benefit of any resident thereof.

If the applicable Issue Terms specify "Canadian Sales Permitted", the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has offered, sold or distributed, and that it will offer, sell or distribute, any Securities, in Canada in compliance with the securities laws of Canada or any province or territory thereof.

The Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not distribute or deliver this Base Prospectus, any Issue Terms and, as applicable, any Drawdown Prospectus or any other offering material relating to the Securities in Canada (whether or not the applicable Issue Terms specify "Canadian Sales Not Permitted" or "Canadian Sales Permitted"), in contravention of the securities laws of Canada or any province or territory thereof.

### **United States of America**

"Regulation S compliance Category 2" and "TEFRA D rules apply" unless "TEFRA C rules apply" are specified as applicable in the applicable Issue Terms or unless "TEFRA rules not applicable" is specified in the applicable Issue Terms.

The Securities and, in certain cases, any Entitlement have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**") or under any state securities laws, and trading in the Securities has not been approved by the United

States Commodity Futures Trading Commission (the “CFTC”) under the United States Commodity Exchange Act of 1936, as amended (the “Commodity Exchange Act”).

No Securities of any series, or interests therein or Entitlement with respect thereto, may at any time be offered, sold, resold, traded, pledged, redeemed, transferred or delivered, directly or indirectly, in the United States of America (including the states and the District of Columbia), its territories, its possessions and other areas subject to its jurisdiction (the “United States”) or directly or indirectly offered, sold, resold, traded, pledged, redeemed, transferred or delivered to, or for the account or benefit of, any person who is (i) an individual who is a citizen or resident of the United States; (ii) a corporation, partnership or other entity organised in or under the laws of the United States or any political subdivision thereof or which has its principal place of business in the United States; (iii) any estate or trust which is subject to United States federal income taxation regardless of the source of its income; (iv) any trust if a court within the United States is able to exercise primary supervision over the administration of the trust and if one or more United States trustees have the authority to control all substantial decisions of the trust; (v) a pension plan for the employees, officers or principals of a corporation, partnership or other entity described in (ii) above; (vi) any entity organised principally for passive investment, 10 per cent. or more of the beneficial interests in which are held by persons described in (i) to (v) above if such entity was formed principally for the purpose of investment by such persons in a commodity pool the operator of which is exempt from certain requirements of Part 4 of the CFTC’s regulations by virtue of its participants being non-U.S. Persons; or (vii) a "U.S. person" as defined in Regulation S of the Securities Act of 1933, as amended; or (viii) a person other than a "Non-United States person" as defined in Rule 4.7 under the United States Commodity Exchange Act of 1936, as amended; or (ix) a "U.S. person" as defined in the Interpretive Guidance and Policy Statement Regarding Compliance with Certain Swap Regulations promulgated by the CFTC; (x) 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”).

Offers, sales, resales or deliveries of Securities of any series, or interests therein or any Entitlement with respect thereto, directly or indirectly, in the United States or to, or for the account or benefit of U.S. Persons would constitute a violation of United States securities laws unless made in compliance with the registration requirements of the Securities Act or pursuant to an exemption therefrom. In addition, in the absence of relief from the CFTC, offers, sales, resales, trades or deliveries of Securities of any series, or interests therein or any Entitlement with respect thereto, directly or indirectly, in the United States or to, or for the account or benefit of, U.S. Persons, may constitute a violation of United States law governing commodities trading. Consequently, any offer, sale, resale, trade, pledge, redemption, transfer or delivery of any Securities of any series, or interests therein or any Entitlement with respect thereto, 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 Dealer has agreed and each further Dealer in respect of an issue of Securities will be required to agree that they will not at any time offer, sell, resell, trade, pledge, redeem, transfer or deliver, directly or indirectly, Securities of any series, or interests therein or any Entitlement with respect thereto, in the United States or to, or for the account or benefit of, any U.S. Person or to others for offer, sale, resale or delivery, directly or indirectly, in the United States or to, or for the account or benefit of, any such U.S. Person. The Issuer will also be required to notify all initial Holders, and require that such notice be repeated to all subsequent Holders, that every person exercising such Securities of any series, or interests therein or any Entitlement with respect thereto, will be required to represent that neither it nor any person on whose behalf it is acting is a U.S. Person.

The Dealer has further agreed and each further Dealer in respect of an issue of Securities will be required to agree that it, its affiliates, and any person acting on its or their behalf will not

offer or sell the Securities at any time except in accordance with Rule 903 of Regulation S, and that neither it, its affiliates, nor any persons acting on its or their behalf will engage in any directed selling efforts with respect to the Securities and it and they will comply with the offering restrictions requirements of Regulation S. The terms used in this paragraph have the meanings given to them by Regulation S.

In addition, until forty days after the commencement of the offering of Securities comprising any Tranche, any offer or sale of Securities within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

Prior to the delivery of any Entitlement in respect of a Physical Delivery Security the holder thereof will be required to represent that, *inter alia*, he is not a U.S. Person, the Security was not redeemed 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 the account or benefit of, a U.S. Person in connection with any exercise thereof (see Condition 9.02 in "Terms and Conditions of the Notes" and Condition 23.02 in "Terms and Conditions of the W&C Securities").

Notes in bearer form and W&C Securities 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 U.S. persons, except in certain transactions permitted by U.S. tax regulations. Terms used in the preceding sentence have the meanings given to them by the United States Internal Revenue Code of 1986 and regulations promulgated thereunder.

Where "Basket notice applicable" is specified in the applicable Issue Terms, the Securities may not be sold to, or be beneficially owned by, a "U.S. Taxpayer". For purposes of the following disclosure, a "**U.S. Taxpayer**" is (i) a citizen or resident of the United States, (ii) a United States domestic corporation, (iii) an estate whose income is subject to United States federal income tax regardless of its source, (iv) a trust if a United States court can exercise primary supervision over the trust's administration and one or more U.S. Taxpayers are authorised to control all substantial decisions of the trust, or (v) a non-United States person whose income, gain or loss, if any, would be effectively connected with a United States trade or business. For purposes of this disclosure, a U.S. Taxpayer includes any of the persons listed above who holds Securities through an entity treated as a partnership, a grantor trust, or a simple trust for United States federal income tax purposes, even if such entity is not organised under, or subject to, the laws of the United States or any state therein.

Section 6011 of the U.S. Internal Revenue Code of 1986, as amended, requires that certain transactions suspected of providing tax benefits to U.S. Taxpayers be reported to the United States Internal Revenue Service ("**IRS**") as "transactions of interest". IRS Notice 2015-74 designates certain "basket contracts" and substantially similar transactions as "transactions of interest". The notice may apply to a Security linked to a basket of assets or a financial index where a beneficial owner is a U.S. Taxpayer, and such beneficial owner (or person acting on behalf of the beneficial owner) has the discretion to change the referenced assets or trading algorithm underlying the index. Such Securities will be specified in the applicable Issue Terms as "Basket notice applicable" and subject to the above selling restriction. If a U.S. Taxpayer becomes a beneficial owner of such a Security, such U.S. Taxpayer and the Issuer may be required to report certain information to the IRS, as set forth in the applicable regulations regarding "reportable transactions". A holder or beneficial owner that fails to disclose the transaction in accordance with the notice could be subject to penalties.

#### **Prohibition of sales to EEA Retail Investors**

Other than as may be provided in the Issue Terms in respect of any Securities, the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and

will not offer, sell or otherwise make available any Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Issue Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
  - (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
  - (ii) a customer within the meaning of Directive 2002/92/EC (as amended), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
  - (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended); and
- (b) the expression an "**offer**" includes the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities.

Where the Issue Terms in respect of any Securities specifies "Prohibition of Sales to EEA Retail Investors" as "Applicable" other than with respect to the period(s) of time and in the jurisdiction(s) specified therein, then, with respect to such period(s) of time and each such jurisdiction which is a Member State of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Securities which are the subject of the offering contemplated by this Base Prospectus as completed by the applicable Issue Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of such Securities to the public in that Relevant Member State:

- (a) if the applicable 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 such 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 applicable Final Terms contemplating such Non-exempt Offer, in accordance with the Prospectus Directive, in the period beginning and ending on the dates specified in such prospectus or Final Terms, as applicable and the issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) 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 Dealer or Dealers nominated by the Issuer 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 Issuer or any Dealer(s) 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; and
- the expression “**Prospectus Directive**” means Directive 2003/71/EC (as amended), and includes any relevant implementing measure in the Relevant Member State.

### **United Kingdom**

The Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

### **Austria**

For selling restrictions in respect of Austria, please see "Prohibition of sales to EEA Retail Investors" above.

The Base Prospectus has neither been, nor will the Base Prospectus be approved by, or notified to, the Austrian Financial Market Authority ("**FMA**"). Any offer or sale of Securities in Austria may only be made pursuant to section 3 of the Austrian Capital Market Act (*Kapitalmarktgesetz*), hence in a transaction not involving a public offer or in a transaction that is exempt from the obligation to file a Base Prospectus with the FMA and disclose such Base Prospectus. An offer of Securities in Austria may require the Issuer or any Dealer(s) to file with *Oesterreichische Kontrollbank AG* as soon as possible prior to an offer certain information relating to the applicable offer and the applicable Securities.

Further, the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, to offer and sell Securities issued under the Programme in Austria only in compliance with the provisions of the Austrian Securities Supervision Act 2018 (*Wertpapieraufsichtsgesetz 2018*), the Austrian Capital Markets Act as well as the Austrian Alternative Investment Fund Managers Act (*Alternative Investmentfonds Manager-Gesetz*) as amended from time to time and all other applicable laws and regulations in Austria. Securities that qualify as units or shares in an alternative investment fund according to the Austrian Alternative Investment Fund Managers Act may not be offered or sold in the Republic of Austria without (i) prior passporting in accordance with the Austrian Alternative Investment Fund Managers Act (implementing Directive 2011/61/EU of the European Parliament and of the Council of June 8, 2011 ("**Alternative Investment Fund Managers Directive**")) in case of an offering that is exclusively addressed to professional investors (such term as defined in the Alternative Investment Fund Managers Directive) in the Republic of Austria or (ii) prior registration in the Republic of Austria in case of any other offerings in the Republic of Austria.

## **Belgium**

This Base 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 "**Belgian FSMA**") as a prospectus relating to Securities with a maturity of less than 12 months qualifying as money market instruments within the meaning of the Belgian Prospectus Act (as defined below) (and which therefore fall outside the scope of the Prospectus Directive). Accordingly no action will be taken, and the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it shall refrain from taking any action, that would be characterised as or result in a public offering of such Securities in Belgium in accordance with the Prospectus Law of June 16, 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 (the "**Belgian Prospectus Act**").

In the case of Fund Linked Securities, if the relevant underlying funds are not registered in Belgium with the Belgian FSMA in accordance with the Belgian law of August 3, 2012 on the collective investment undertakings satisfying the conditions set out in Directive 2009/65/EC and on undertakings for investment in receivables, as amended or replaced from time to time or the Belgian law of April 19, 2014 on alternative collective investment undertakings and their managers, as amended or replaced from time to time, as applicable, such Fund Linked Securities cannot be offered in Belgium unless (i) such Securities are cash settled or (ii) if the relevant underlying fund is a UCITS within the meaning of Directive 2009/65/EC, such Securities are offered to qualified investors only or to fewer than 150 natural or legal persons (other than qualified investors).

Bearer securities (including, without limitation, definitive securities in bearer form and securities in bearer form underlying 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 December 14, 2005.

The offering may not be advertised and the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or resold, transferred or delivered, and will not offer, sell, resell, transfer

or deliver, the Securities and that it has not distributed, and will not distribute, any prospectus, memorandum, information circular, brochure or any similar documents in relation to the Securities, directly or indirectly, to any individual in Belgium qualifying as a consumer within the meaning of Article I.1 of the Belgian Code of Economic Law, as amended from time to time.

## **Finland**

*For selling restrictions in respect of Finland, please see below and "Prohibition of sales to EEA Retail Investors" above.*

The Issuer and the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not publicly offer the Securities or bring the Securities into general circulation in Finland other than in compliance with all applicable provisions of the laws of Finland and especially in compliance with the Finnish Securities Market Act (Fin: *arvopaperimarkkinalaki* (746/2012, as amended)) and any regulation or rule made thereunder, as supplemented and amended from time to time.

## **Republic of France**

Each of the Issuer and the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has only made and will only make an offer of Securities to the public in France following the notification of the approval of this Base Prospectus to the *Autorité des marchés financiers* ("**AMF**") by the Central Bank of Ireland and in the period beginning on the date of the publication of the Final Terms relating to the offer of Securities and ending at the latest on the date which is 12 months after the date of the approval of this Base Prospectus by the Central Bank of Ireland, all in accordance with articles L. 412-1 and L. 621-8 of the French Code monétaire et financier and the Règlement général of the AMF; or
- (b) it has not offered or sold and will not offer or sell, directly or indirectly, Securities to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Base Prospectus, the applicable Final Terms (or Pricing Supplement, in the case of Exempt Securities) or any other offering material relating to the Securities, and that such offers, sales and distributions have been and will be made in France only to (i) providers of investment services relating to portfolio management for the account of third parties, and/or (ii) qualified investors (*investisseurs qualifiés*), other than individuals, all as defined in, and in accordance with, articles L. 411-1, L. 411-2, D. 411-1 and D. 411-4 of the French Code *monétaire et financier*.

This Base Prospectus has not been submitted for clearance to the AMF in France.

## Ireland

Each Dealer has represented, warranted and agreed that (and each further Dealer appointed under the Programme will be required to represent, warrant and agree that) it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Securities, or do anything in Ireland in respect of the Securities, otherwise than in conformity with the provisions of:

- (a) the Companies Act 2014 of Ireland, as amended (the “**2014 Act**”) and any rules issued by the Central Bank of Ireland under Section 1363 of the 2014 Act;
- (b) the Central Bank Acts, 1942 to 2015 of Ireland and any codes of conduct made under Section 117(1) of the Central Bank Act 1989 of Ireland, as amended, and any regulations issued pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 of Ireland, as amended;
- (c) the Prospectus (Directive 2003/71/EC) Regulations 2005 of Ireland, as amended, and the Prospectus (Directive 2003/71/EC) (Amendment) Regulations 2012 of Ireland;
- (d) the European Communities (Markets in Financial Instruments) Regulations 2017 (S.I. No. 375 of 2017) (as amended), and any codes of conduct or rules issued in connection therewith and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank of Ireland, and the provisions of the Investor Compensation Act 1998 (as amended); and
- (e) the Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and the European Union (Market Abuse) Regulations 2016 of Ireland, any rules made by the Central Bank of Ireland in connection therewith and any rules issued under Section 1370 of the 2014 Act by the Central Bank of Ireland.

## Republic of Italy

The offering of any 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 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 February 24 1998, as amended (the “**Financial Services Act**”) and Article 34-*ter*, first paragraph, letter b) of CONSOB Regulation No. 11971 of May 14, 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 any Securities or distribution of copies of the Base Prospectus or any other document relating to any Securities in the Republic of Italy under (a) or (b) above must:

- (i) be made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of February 15, 2018 (as amended from time to time) and Legislative Decree No. 385 of September 1, 1993, as amended (the “**Banking Act**”); and
- (ii) comply with any other applicable laws and regulations or requirement imposed by CONSOB, the Bank of Italy (including the reporting requirements, where applicable, pursuant to Article 129 of the Banking Act and the implementing guidelines of the Bank of Italy, as amended from time to time) and/or any other Italian authority.

#### **Provisions relating to the secondary market in Italy**

*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, the subsequent distribution of the Securities on the secondary market in Italy must be made in compliance with 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 financial instruments for any damages suffered by the investors.*

#### **Liechtenstein**

For selling restrictions in respect of Liechtenstein, please see "*Prohibition of sales to EEA Retail Investors*" above.

Further, the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, to offer and sell Securities issued under the Programme in compliance with the provisions of the Liechtenstein Securities Prospectus Act (WPPG – Wertpapierprospektgesetz) as amended from time to time and all other applicable legislation and regulation in Liechtenstein.

#### **Luxembourg**

For selling restrictions in respect of Luxembourg see "*Prohibition of sales to EEA Retail Investors*" above.

Further, the Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, to offer and sell any Securities issued under the Programme in compliance with the provision of the Luxembourg law dated July 10, 2005 relating to prospectuses for securities (Loi Prospectus) as amended from time to time and to the extent applicable, Regulation (EU) 2017/1129 of the European Parliament and Council of June 14, 2017 relating to the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and repealing Directive 2003/71/EC and all other applicable legislation and regulation in Luxembourg.

#### **The Netherlands**

For selling restrictions in respect of the Netherlands see "*Prohibition of sales to EEA Retail Investors*" above.

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any Securities will only be offered in the Netherlands to Qualified Investors within the meaning of section 1:1 of the Act on the Financial Supervision (*Wet op het financieel toezicht*).

In addition to the above, if the Issuer issues Zero Coupon Notes and these Zero Coupon Notes are offered in the Netherlands as part of their initial distribution or immediately thereafter:

- (a) transfer and acceptance of such Zero Coupon Notes may only take place either by and between individuals not acting in the course of their profession or business or through the mediation of either a permit holder (*Toegelaten Instelling*) of Euronext Amsterdam N.V. or the Issuer itself in accordance with the Savings Certificate Act of 21 May 1985 (*Wet inzake Spaarbewijzen*); and
- (b) certain identification requirements in relation to the issue and transfer of, and payment on the Zero Coupon Notes have to be complied with pursuant to section 3a of the Savings Certificate Act;

Furthermore, unless such Zero Coupon Notes qualify as commercial paper or certificates of deposit and the transaction is carried out between professional lenders and borrowers:

- (a) each transaction concerning such Zero Coupon Notes must be recorded in a transaction note, stating the name and address of the other party to the transaction, the nature of the transaction and details, including the number and serial number of the Zero Coupon Notes concerned;
- (b) the obligations referred to under (a) above must be indicated on a legend printed on Zero Coupon Notes that are not listed on a stock market; and
- (c) any reference to the words “to bearer” in any documents or advertisements in which a forthcoming offering of Zero Coupon Notes is publicly announced is prohibited.

For purposes of this paragraph, “**Zero Coupon Notes**” are Notes to bearer in definitive form that constitute a claim for a fixed sum of money against the Issuer and on which interest does not become due prior to maturity or on which no interest is due whatsoever.

## **Portugal**

The Issuer and each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree, that the Securities may not be and will not be offered to the public in Portugal under circumstances which are deemed to be a public offer under the Portuguese Securities Code (*Código dos Valores Mobiliários*) enacted by Decree-Law no. 486/99 of November 13, 1999 (as amended and restated from time to time) (the “**Portuguese Securities Code**”).

In addition, the Issuer and each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that (i) it has not directly or indirectly taken any action or offered, advertised, marketed, invited to subscribe, gathered investment intentions, sold or delivered and will not directly or indirectly take any action, offer, advertise, invite to subscribe, gather investment intentions, sell, re-sell, re-offer or deliver any Securities in circumstances which could qualify as a public offer (*oferta pública*) of securities pursuant to the Portuguese Securities Code, notably in circumstances which could qualify as a public offer addressed to individuals or entities resident in Portugal or

having permanent establishment located in Portuguese territory, as the case may be; (ii) it has not distributed, made available or caused to be distributed and will not distribute, make available or cause to be distributed the Base Prospectus or any other offering material relating to the Securities in Portugal; other than in compliance with all applicable provisions of the Portuguese Securities Code related to the private placement of securities, the Decree-Law no. 211-A/2008 of November 3, 2008 and the CMVM Regulation no. 2/2012 applicable to complex financial instruments, and any other applicable CMVM Regulations and all relevant Portuguese securities laws and regulations related to the private placement of securities, in any such case that may be applicable to it in respect of any non-public offer or sale of Securities by it in Portugal or to individuals or entities resident in Portugal or having permanent establishment located in Portuguese territory, as the case may be, and that such placement shall only be authorised and performed to the extent that there is full compliance with such laws and regulations.

### **Spain**

The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Securities may only be offered or sold in Spain by means of a non-public offer (*colocación privada*) in compliance with the Spanish consolidated text of Securities Market Law of October 23, 2015 (*Real Decreto Legislativo 4/2015, de 23 de octubre, por el que se aprueba el Texto Refundido de la Ley del Mercado de Valores*), as amended and restated) ("**Spanish Capital Markets Law**"). In addition, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that, unless in compliance with all applicable provisions of the Spanish Capital Markets Law (i) it has not directly or indirectly taken any action or offered, advertised, marketed, invited to subscribe, gathered investment intentions, sold or delivered and will not directly or indirectly take any action, offer, advertise, invite to subscribe, gather investment intentions, sell, re-sell, re-offer or deliver any Securities in Spain; and (ii) it has not distributed, made available or caused to be distributed and will not distribute, make available or cause to be distributed the Base Prospectus or any other offering material relating to the Securities to the public in Spain; other than in compliance with all applicable provisions of the Spanish Securities Market Law, the Prospectus Regulation implementing the Prospectus Directive and any applicable CNMV Regulations and all relevant Spanish securities laws and regulations, in any such case that may be applicable to it in respect of any offer or sale of Securities by it in Spain or to individuals or entities resident in Spain or having permanent establishment located in Spanish territory, as the case may be, including compliance with the rules and regulations that require the publication of a prospectus, when applicable, and that such placement shall only be authorised and performed to the extent that there is full compliance with such laws and regulations.

### **Sweden**

The Dealer has confirmed and agreed and each further Dealer appointed under the Programme will be required to confirm and agree that, to the extent it intends to make an exempt offer, it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy or sell Securities or distribute any draft or final document in relation to any such offer, invitation or sale in Sweden except in circumstances that will not result in a requirement to prepare a prospectus pursuant to the provisions of the Swedish Financial Instruments Trading Act 1991 (*Sw. lag (1991:980) om handel med finansiella instrument*) (as amended) (the "**Trading Act**"). However, to the extent it intends to make a Non-exempt Offer, such offer will be made in accordance with the requirements in the Trading Act.

## Japan

No registration pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the “**FIEA**”) has been made or will be made with respect to the Securities. The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer or sell any Securities, directly or indirectly, in Japan or to, or for the benefit of, any Resident of Japan (as defined under Article 6, Paragraph 1, Item 5 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

## Hong Kong

In relation to each Tranche of Securities issued by the Issuer, the Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities (except for Securities which are "structured products" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong) (the “**SFO**”) other than (i) to “professional investors” as defined in the SFO and any rules made under the SFO; or (ii) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “**C(WUMPO)**”) or which do not constitute an offer to the public within the meaning of the C(WUMPO); and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public in 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 SFO and any rules made under the SFO.

## PRC

The Securities may not be offered, sold or delivered, or offered, sold or delivered to any person for reoffering, resale or redelivery, in the PRC in contravention of any applicable laws.

This Base Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Securities in the PRC to any person to whom it is unlawful to make the offer or solicitation in the PRC.

The Issuer does not represent that this Base Prospectus may be lawfully distributed, or that any Securities may be lawfully offered, in compliance with any applicable registration or other requirements in the PRC, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken which would permit a public offering of any Securities or distribution of this Base Prospectus in the PRC. Accordingly, the Securities are not being offered or sold within the

PRC by means of this Base Prospectus or any other document, except under circumstances that will result in compliance with any applicable laws and regulations. Neither this Base Prospectus nor any advertisement or other offering material in relation to the Securities may be distributed or published in the PRC, except under circumstances that will result in compliance with any applicable laws and regulations.

### **Kingdom of Saudi Arabia**

No action has been or will be taken in the Kingdom of Saudi Arabia that would permit a public offering of the Securities. Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "**Saudi Investor**") who acquires any Securities pursuant to an offering should note that the offer of Securities is a private placement under Article 9 or Article 10 of the "Rules on the Offers of Securities and Continuing Obligations" as issued by the Board of the Capital Market Authority (the "**CMA**") resolution number 3-123-2017 dated December 27, 2017 (the "**KSA Regulations**"), made through an authorised person licensed to carry out arranging activities by the CMA and following a notification to the CMA under Article 11 of the KSA Regulations.

The Securities may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "Sophisticated Investors" under Article 9 of the KSA Regulations or by way of a limited offer under Article 10 of the KSA Regulations. The Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any offer of Securities to a Saudi Investor will be made in compliance with Article 9 or Article 10 of the KSA Regulations.

Each offer of Securities shall not therefore constitute a "public offer", an "exempt offer" or a "parallel market offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 15 of the KSA Regulations. Any Saudi Investor who has acquired Securities pursuant to a private placement under Article 9 or Article 10 of the KSA Regulations may not offer or sell those Securities to any person unless the offer or sale is made through an authorised person appropriately licensed by the CMA and: (a) the Securities are offered or sold to a Sophisticated Investor (as defined in Article 9 of the KSA Regulations); (b) the price to be paid for the Securities in any one transaction is equal to or exceeds Saudi Riyals 1 million or an equivalent amount; or (c) the offer of sale is otherwise in compliance with Article 15 of the KSA Regulation.

### **Switzerland**

The Dealer has acknowledged and agreed and each further Dealer appointed under the Programme will be required to acknowledge and agree as follows:

**Other than in compliance with the requirements of article 5 of the CISA and article 4 of the Swiss Federal Ordinance on Collective Investment Schemes, the Securities may not be distributed to non-qualified investors in or from Switzerland. Neither this Base Prospectus nor any other offering or marketing material relating to the Securities constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Federal Code of Obligations or a simplified prospectus pursuant to article 5 of the CISA. Other than in compliance with the requirements of article 5 of the CISA, the Securities may only be distributed to qualified investors and this Base Prospectus and any other offering or marketing material relating to the Securities may**

**only be distributed in or from Switzerland by way of private placement to qualified investors within the meaning of the CISA.**

#### **United Arab Emirates (excluding Dubai International Financial Centre)**

The Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that Securities have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

#### **Dubai International Financial Centre**

The Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered and will not offer Securities to any person in the Dubai International Financial Centre unless such offer is:

- (a) an "Exempt Offer" in accordance with the Markets Rules (MKT) Module of the Dubai Financial Services Authority (the "DFSA") rulebook; and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.3 of the Conduct of Business Module of the DFSA rulebook.

#### **Korea**

The Securities may not be offered, sold and delivered directly or indirectly, or offered or sold to any person for re-offering or re-sale, directly or indirectly, in Korea or to any resident of Korea, except pursuant to the applicable laws and regulations of Korea, including the Financial Investment Services and Capital Markets Act and the Foreign Exchange Transaction Law and the decrees and regulations thereunder. The Securities have not been registered with the Financial Services Commission of Korea for public offering in Korea. Furthermore, the Securities may not be re-sold to Korean residents unless the purchaser of the Securities complies with all applicable regulatory requirements (including but not limited to government approval requirements under the Foreign Exchange Transaction Law and its subordinate decrees and regulations) in connection with their purchase.

#### **Singapore**

The Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not offered or sold any Securities or caused the Securities to be made the subject of an invitation for subscription or purchase and will not offer or sell any Securities or cause the Securities to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, 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, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in the SFA) under Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii)

otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Securities are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities (as defined in the SFA) or securities-based derivatives contracts (as defined in the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law; or
- (iv) as specified in Section 276(7) of the SFA.

Any reference to the SFA is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

**Notification under Section 309B(1)(c) of the SFA** – Unless otherwise stated in the Issue Terms in respect of any Securities, all Securities issued or to be issued under the Programme shall be capital markets products other than prescribed capital markets products (as defined in the CMP Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

## **Taiwan**

The Securities have not been and will not be registered or filed with, or approved by, the Financial Supervisory Commission of Taiwan and/or other regulatory authority or agency of Taiwan pursuant to relevant securities laws and regulations of Taiwan and may not be issued, offered or sold within Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration, filing or approval of the Financial Supervisory Commission of Taiwan and/or other regulatory authority or agency of Taiwan. No person or entity in Taiwan has been authorised to offer or sell the Securities in Taiwan.

## **General**

Unless otherwise specified in the applicable Final Terms or, in the case of Exempt Securities, Pricing Supplement, no action has been or will be taken in any country or jurisdiction by the

Issuer or the Dealers that would permit a public offering of Securities, or possession or distribution of any offering material in relation thereto, in such country or jurisdiction where action for that purpose is required. The Dealership Agreement provides that each Dealer will comply to the best of its knowledge with all applicable laws and regulations in each country or jurisdiction in or from which it purchases, offers, sells or delivers Securities or has in its possession or distributes the Base Prospectus or any such offering material, in all cases at its own expense.

The Dealership Agreement also provides that the Dealers shall not be bound by any of the restrictions relating to any specific jurisdiction (set out above) to the extent that such restrictions shall, as a result of change(s) or change(s) in official interpretation, after the date hereof, in applicable laws and regulations, no longer be applicable but without prejudice to the obligations of the Dealers described in the paragraph headed "General" above.

Selling restrictions may be supplemented or modified with the agreement of the Issuer. Any such supplement or modification will be set out, in the case of Exempt Securities, in the applicable Pricing Supplement or, in the case of Securities which are not Exempt Securities, Drawdown Prospectus (in the case of a supplement or modification relevant only to a particular Tranche of Securities) or (in any other case) in a supplement to this document.

Persons into whose hands the Base Prospectus, any Final Terms or, in the case of Exempt Securities, Pricing Supplement or any Security comes are required by the Issuer and the Dealers to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Securities or have in their possession or distribute such offering material, in all cases at their own expense.

## GENERAL INFORMATION AND RECENT DEVELOPMENTS

1. It is expected that each Tranche of Securities which is to be admitted to the Official List and to trading on Euronext Dublin's regulated market or Global Exchange Market will be admitted separately as and when issued, subject only to the issue of one or more Global Notes or Global W&C Securities, as applicable, initially representing the Securities of such Tranche. Application has been made to Euronext Dublin for Securities issued under the Programme during the period of twelve months from the date of this Base Prospectus to be admitted to the Official List and trading on its regulated market or Global Exchange Market. The approval of the Programme in respect of the Securities was granted on or about October 12, 2018.
2. The establishment and updates of the Programme and the issue of Securities was authorised by resolutions of the Board of Directors of the Issuer passed on February 29, 2012 amending and restating prior resolutions of the Board of the Issuer in respect of the Programme and Administrative Resolutions of the Board of Directors of the Issuer adopted on October 14, 2004, and most recently amended at a meeting held on October 19, 2017. The Issuer has obtained or will obtain from time to time all necessary consents, approvals and authorisations in connection with the issue and performance of the Securities.
3. Other than the matters disclosed under the subsection entitled "Tax examinations and assessments" in Note 23 of the Issuer's 2017 Audited Consolidated Financial Statements set out on page 189 of the Issuer's 2017 Annual Report, and the matters disclosed (with the exception of the subsection entitled "Other matters") in Note 26 of the 2017 Audited Consolidated Financial Statements set out on pages 193 and 194 of the Issuer's 2017 Annual Report and in each case incorporated by reference herein, as updated by the litigation matters disclosed in Note 11 of the Issuer's Third Quarter 2018 Unaudited Interim Condensed Consolidated Financial Statements set out on page 85 of the Issuer's Third Quarter 2018 Report to Shareholders and in each case incorporated by reference herein, there are no, nor have there been any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have, or have had during the twelve months prior to the date of this document, individually or in the aggregate, a significant effect on the financial position or profitability of the Issuer or of the Issuer and its subsidiaries taken as a whole.
4. Since July 31, 2018, the last day of the financial period in respect of which the most recent unaudited interim condensed consolidated financial statements of the Issuer have been prepared, there has been no significant change in the financial position of the Issuer and its subsidiaries taken as a whole. Since October 31, 2017, the date of its last published audited consolidated financial statements, there has been no material adverse change in the prospects of the Issuer and its subsidiaries taken as a whole.
5. For so long as the Programme remains in effect or any Securities shall be outstanding, copies of the following may be inspected, in physical form, during normal business hours at the specified office of (a) the Issuing and Paying Agent and the Registrar and (b) in respect of Appendix 5 (Provisions for Meetings of Holders of

Securities) to the Swedish Notes Issuing and Paying Agent Agreement, the Swedish Notes Issuing and Paying Agent, and can be obtained from the executive and head offices of the Issuer, namely:

- (i) the *Bank Act* (Canada) (being the charter of the Issuer) and by-laws of the Issuer;
  - (ii) the Issue and Paying Agency Agreement (which includes the form of the Global Securities, the Definitive Notes, the Certificates, the Coupons, the Receipt and the Talons) and the Finnish Issuing and Paying Agent Agreement (excluding the Finland Country Appendix);
  - (iii) Appendix 5 (Provisions for Meetings of Holders of Securities) to the Swedish Notes Issuing and Paying Agent Agreement;
  - (iv) the Deed of Covenant for the Notes, the Deed of Covenant for the W&C Securities, the Swedish Deeds of Covenant and the Finnish Deeds of Covenant;
  - (v) the Registration Document of the Issuer dated January 31, 2018;
  - (vi) the Annual Report of the Issuer for the two most recently completed fiscal years, which includes audited annual comparative consolidated financial statements of the Issuer and the report of independent registered public accounting firm thereon;
  - (vii) the most recent quarterly report including the unaudited interim condensed consolidated financial statements;
  - (viii) each Final Terms and Pricing Supplement (in the case of Exempt Securities) (save that Pricing Supplements will only be available for inspection by a holder of such Security and such holder must produce evidence satisfactory to the Issuer and the Issuing and Paying Agent or the Registrar, as applicable, as to its holding of Securities and identity); and
  - (ix) a copy of the Base Prospectus together with any supplementary listing particulars or other supplement to the Base Prospectus or Drawdown Prospectus.
6. The Securities have been accepted for clearance through Euroclear and Clearstream, Luxembourg, Euroclear Sweden or Euroclear Finland, as the case may be, which are the entities in charge of keeping the records in respect of the Securities. Interests in the Securities may also be held through CREST through the issuance of CDIs representing Underlying Securities. The appropriate common code and International Securities Identification Number or other relevant identification numbers for the relevant Securities will be contained in the Issue Terms relating thereto. If the Securities are to clear through an additional or alternative clearing system, the appropriate information (including address) will be specified in the applicable Issue Terms. The address of Euroclear is 3 Boulevard du Roi Albert II, B.1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue J. F. Kennedy, L-1855 Luxembourg. The address of Euroclear Sweden is Klarabergsviadukten 63, P.O. Box 191, SE-101 23 Stockholm, Sweden and the address of Euroclear Finland is Urho Kekkosen katu 5C, P.O. Box 1110, 00101 Helsinki, Finland. The address of CREST is Euroclear UK & Ireland, 33 Cannon Street, London EC4M 5SB.

7. The price and amount of Securities to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.
8. Permanent Global Notes where TEFRA D is specified in the applicable Issue Terms and definitive Bearer Notes and any Coupon appertaining thereto and Permanent Global W&C Securities where TEFRA D is specified in the applicable Issue Terms will bear a legend substantially to the following effect: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code." The sections referred to in such legend provide that a United States person who holds a Bearer Note or Coupon or W&C Security generally will not be allowed to deduct any loss realised on the sale, exchange or redemption of such Bearer Note or Coupon or W&C Security and any gain (which might otherwise be characterized as capital gain) recognised on such sale, exchange or redemption will be treated as ordinary income.
9. Settlement arrangements will be agreed between the Issuer, the relevant Dealer and the Issuing and Paying Agent or, as the case may be, the Registrar in relation to each Tranche of Securities.
10. The Issuer has no intention to provide any post-issuance information in relation to any issue of Securities.
11. Yield

The yield for any particular Tranche of Notes will be specified in the applicable Final Terms. The yield is calculated on the basis of the compound annual rate of return if the relevant Notes were purchased at the Issue Price on the Issue Date and held to maturity using the formula below. It is not an indication of future yield.

$$\text{Issue Price} = \text{Rate of Interest} * \frac{1 - \left(\frac{1}{(1 + \text{Yield})^n}\right)}{\text{Yield}} + \left[\text{FRA} * \frac{1}{(1 + \text{Yield})^n}\right]$$

Where:

"**FRA**" means principal amount of the Notes due on redemption;

"**Issue Price**" means the Issue Price of the Notes as specified in the applicable Final Terms;

"**Rate of Interest**" means the rate of interest expressed as a percentage as specified in the applicable Final Terms and adjusted according to frequency;

"**n**" means the number of interest payments to maturity; and

"**Yield**" means the yield to maturity calculated on a frequency commensurate with the frequency of interest payments as specified in the applicable Final Terms.

12. On April 19, 2018, DBRS Canada affirmed the Issuer's stable outlook. After assessing the impact of the Canadian Bail-in Regime for domestic systemically important banks, which include the Issuer, DBRS Canada lowered the Issuer's debt rating on subordinated debt issued prior to 2014 by one notch, along with the Issuer's large Canadian peers, reflecting the structural subordination to the bail-in instruments. DBRS Canada also noted that a downgrade of any long-term ratings of

existing senior obligations is unlikely. However, on June 26, 2018, DBRS Canada changed the Issuer's long-term ratings outlook to positive from stable.

On June 27, 2018, S&P USA changed the Issuer's ratings outlook to stable from negative.

On July 16, 2018, Moody's USA announced that it had upgraded the Issuer's long-term senior debt to Aa2 from A1 and its NVCC subordinated debt ratings to Baa1 from Baa2 and changed the Issuer's ratings outlook to stable from negative. These actions result from the publication by the Minister of Finance (Canada) of the final rules related to the Canadian Bail-in Regime for domestic systemically important banks, which include the Bank.

In addition, each of Moody's USA, S&P USA, Fitch and DBRS have announced their ratings for the Issuer's bail-inable long term senior debt.

As a result, the table of Issuer Ratings on page 17 of the Registration Document incorporated by reference herein is replaced in its entirety by the following:

Each of the Bank's solicited debt and preferred share ratings as at October 12, 2018 are listed below:

	<b>Moody's USA</b>	<b>S&amp;P USA</b>	<b>Fitch</b>	<b>DBRS</b>
	<b>Rating</b>	<b>Rating</b>	<b>Rating</b>	<b>Rating</b>
Long-term Senior Debt	Aa2	AA-	AA	AA
Bail-inable Long-term Senior Debt	A2	A	AA	AA (low)
Subordinated Debt	Baa1	A	AA-	A (high)
NVCC Subordinated Debt <sup>1</sup>	Baa1	A-	AA-	A (low)
Short-term Senior Debt	P-1	A-1+	F1+	R-1 (high)
Preferred Shares	Baa3	BBB+	-	Pfd-2 (high)
NVCC Preferred Shares <sup>1</sup>	Baa3	BBB / P-2 <sup>2</sup>	-	Pfd-2
Outlook	Stable	Stable	Stable	Positive

Notes:

<sup>1</sup> Non-viability contingent capital or NVCC

<sup>2</sup> It is the practice of S&P USA to present an issuer's preferred share ratings on both the global rating scale and on the Canadian national scale when listing the ratings for a particular issuer.

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