

Non-binding English translation of sections "IV. General Conditions", "V. Form of Issue Specific Terms" and "XII. Selling Restrictions" contained in the relevant German language Base Prospectus for Securities (issued as Certificates or Notes, Series B-2) of Goldman, Sachs & Co. Wertpapier GmbH and Goldman Sachs Finance Corp International Ltd dated 11 March 2024 (the "Base Prospectus").

The binding German language Base Prospectus is available [here](#).

In case of any discrepancy between this non-binding English translation and the relevant sections of the German language Base Prospectus, the latter will prevail and will be binding.

IV. GENERAL CONDITIONS

Introduction

The following "**General Conditions**" of the Securities must be read in their entirety, together with Part A – Product specific terms and Part B – General terms of the section entitled "Issue Specific Terms" of the applicable Final Terms (the "**Issue Specific Terms**") of the relevant Series of Securities which supplement and complete the General Conditions.

The General Conditions will be completed by the additional provisions in relation to the relevant underlying (the "**Underlying Specific Provisions**") set out in the Annex to the General Conditions. The Issue Specific Terms will specify in Part B – General terms which set of Underlying Specific Provisions apply to the relevant Series of Securities and will complete the relevant Underlying Specific Provisions.

Issue Specific Terms and General Conditions, including the applicable Underlying Specific Provisions together constitute the "**Conditions**" of the relevant Series of Securities. Terms not otherwise defined in these General Conditions shall have the meaning given in the applicable Issue Specific Terms or, as the case may be, the applicable Final Terms.

The applicable Final Terms for each Series of Securities will specify whether the governing law of the relevant Series is English law ("**English Securities**") or German law ("**German Securities**"). Certain of the provisions of these General Conditions apply only to English Securities or, as the case may be, German Securities which are bearer notes pursuant to Section 793 of the German Civil Code (BGB), in each case, as set out in these General Conditions below.

German Securities issued by the respective Issuer will, save as set out below, be represented by a permanent global bearer note (the "**Global Bearer Note**") which is deposited with the applicable Clearing System. Each Global Bearer Note representing the Securities (or any Nominal and/or Calculation Amount thereof) of a relevant Series will indicate the number of Securities as specified in the applicable Final Terms and set out therein or incorporate by reference therein (subject to the law applicable in relation to the registration) the applicable Issue Specific Terms, as replicated in the applicable Final Terms, and the General Conditions (including the applicable Underlying Specific Provisions).

English Securities issued by the respective Issuer will, save as set out below, be represented by a registered global note (the "**Global ICSD Registered Note**") deposited with, and registered in the name of, a common depository for Euroclear and Clearstream Luxembourg (the "**ICSDs**" and each an "**ICSD**"). Each Global ICSD Registered Note representing the Securities (or any Nominal and/or Calculation Amount thereof) of a relevant Series will indicate the number of Securities as specified in the applicable Final Terms and set out therein or incorporate by reference therein (subject to the law applicable in relation to the registration) the applicable Issue Specific Terms, as replicated in the applicable Final Terms, and the General Conditions (including the applicable Underlying Specific Provisions).

German Securities and English Securities may, in addition, also be issued by the respective Issuer and registered with:

- (a) Euroclear Finland in the Euroclear Finland System ("**Euroclear Finland Registered Securities**") and issued in uncertificated and dematerialized book-entry form in accordance with Finnish Regulations;
- (b) Euroclear Sweden ("**Euroclear Sweden Registered Securities**") and issued in uncertificated and dematerialized book-entry form in accordance with the SFIA Act (as defined in Section 3 of the General Conditions); and
- (c) VPS ("**VPS Registered Securities**") and issued in uncertificated and dematerialized book-entry form in accordance with the NFIA Act (as defined in Section 3 of the General Conditions),

in each case, as specified in the applicable Issue Specific Terms. "**Nordic Registered Securities**" means Euroclear Sweden Registered Securities, VPS Registered Securities and Euroclear Finland Registered Securities.

German Securities and English Securities may, in addition, also be issued by the respective Issuer and registered with Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V. ("**Euroclear Netherlands Registered Securities**") and issued in uncertificated and dematerialized book-entry form in accordance with the Euroclear Netherlands Rules (as defined in Section 3 of these General Conditions).

German Securities and English Securities may, in addition, also be issued by the Issuer and inscribed in the books of Euroclear France ("**Euroclear France Registered Securities**") and in dematerialized bearer form in accordance with the French Monetary and Financial Code.

No Securities will be issued to Security Holders in definitive form.

The English Securities are constituted by, and have the benefit of, a deed of covenant, the date of which will be set out in Part B (general terms) of the applicable Issue Specific Terms (as amended and restated or supplemented from time to time, the "**Deed of Covenant**"). German Securities which also constitute Nordic Registered Securities or Euroclear Netherlands Registered Securities and English Securities are issued pursuant to, and subject to the benefit of, a Programme Agreement, (as amended and restated or supplemented from time to time, the "**Programme Agreement**") or, as the case may be, an agency agreement (as amended and restated or supplemented from time to time, the "**Agency Agreement**"), in each case, as specified in Part B (general terms) of the applicable Issue Specific Terms.

In relation to German Securities which are specified in the applicable Issue Specific Terms to be listed and admitted to trading on an Italian regulated market or any Italian multilateral trading facility (the "**Italian Listed Securities**") (to the extent required by the rules of the relevant regulated market or multilateral trading facility), reference (if any) to "discretion" or "sole discretion" or "absolute discretion" shall be replaced by reference to "reasonable discretion as defined under § 315 or § 317 respectively of the German Civil Code (BGB)" and any determination by the Calculation Agent (or any other Agent(s)) shall be done with "reasonable discretion as defined under § 315 or § 317 respectively of the German Civil Code (BGB)".

Section 1
(Security Right, Status, Guarantee, Definitions)

(1) Security Right

Each security (each a "**Security**") of a series (each a "**Series**") of Securities identified by its WKN and/or ISIN (being the WKN and/or ISIN specified in the applicable Final Terms), entitles its holder (each a "**Security Holder**") to receive on the Settlement Date from the Issuer, in the manner prescribed by the Conditions, such amount as is specified in the relevant Issue Specific Terms (the "**Settlement Amount**") as follows:

- (a) where Settlement means "Cash", payment of the Settlement Amount to the relevant Security Holder; and/or
- (b) where Settlement means "Physical", delivery of the Physical Delivery Amount to the relevant Security Holder; and/or
- (c) where Settlement means either "Cash" or "Physical", payment of the Settlement Amount or delivery of the Physical Delivery Amount to the relevant Security Holder, in each case, subject to and in accordance with the Conditions.

If provided for in the applicable Issue Specific Terms, the Security Holder is also entitled to receive on the respective Coupon Payment Date(s) a Coupon Amount which will be determined pursuant to Section 4 of the General Conditions.

In relation to Italian Listed Securities the Settlement Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent.

(2) Status of the Securities and the Guarantee

(a) *Status of the Securities*

The Securities of each Series constitute direct, unsecured, and unsubordinated obligations of the Issuer, which rank equally among themselves and with all other present and future unsecured and unsubordinated obligations of the Issuer, save for those obligations that may be preferred by provisions of law that are mandatory and of general application.

(b) *Status of Guarantee*

The Goldman Sachs Group, Inc. (the "**Guarantor**") has assumed an unconditional and irrevocable guarantee (the "**Guarantee**") for the payment of the Settlement Amount and of any other amounts to be paid by the Issuer pursuant to the Conditions. The Guarantee constitutes a direct, unsubordinated obligation of the Guarantor.

For the avoidance of doubt, references in the Guarantee to any "redemption amount" shall include, for these purposes, the value in cash, as determined in its reasonable

discretion by the Calculation Agent, of any Physical Delivery Amount deliverable in accordance with Section 1 of these General Conditions.

(c) *U.S. Special Resolution Regimes or Insolvency of the Guarantor*

In the event the Issuer or the Guarantor becomes subject to a proceeding under the Federal Deposit Insurance Act or Title II of the Dodd Frank Wall Street Reform and Consumer Protection Act (together, "**U.S. Special Resolution Regimes**"), the transfer of the Securities and the related Guarantee (together, the "**Relevant Agreements**"), and the transfer of any interest and obligation in or under the Relevant Agreements, from the Issuer or the Guarantor, respectively, will be effective to the same extent as the transfer would be effective under such U.S. Special Resolution Regimes notwithstanding the jurisdiction in which any Security Holder is domiciled or located or the fact that the governing law of the Securities are the laws of a jurisdiction other than the laws of the United States or a state of the United States. In the event the Issuer or the Guarantor, or any of their affiliates, becomes subject to a proceeding under a U.S. Special Resolution Regimes, default rights against the Issuer or the Guarantor with respect to the Relevant Agreements are permitted to be exercised to no greater extent than such default rights could be exercised under such U.S. Special Resolution Regimes notwithstanding the jurisdiction in which any Security Holder is domiciled or located or the fact that the governing law of the Securities are the laws of a jurisdiction other than the laws of the United States or a state of the United States.

(3) *Currency Conversion and Rounding*

In relation to Cash Settlement:

If "**Currency Conversion**" is specified to apply pursuant to Part B (general terms) of the applicable Issue Specific Terms and an Exchange Rate is set out therein, the Settlement Amount will be converted from the Reference Currency into the Settlement Currency at the Exchange Rate. If "**Currency Conversion**" is specified to apply in Part B (general terms) of the applicable Issue Specific Terms, but no Exchange Rate is set out therein, the Settlement Amount will be converted from the Reference Currency into the Settlement Currency by the Calculation Agent at an exchange rate of one unit of the Reference Currency to one unit of the Settlement Currency ("**Quanto**").

The Settlement Amount will be rounded to the Settlement Amount Rounding.

In relation to Physical Settlement:

Where the Physical Delivery Amount comprises fractions of Physical Delivery Units, a Security Holder will receive the Physical Delivery Amount comprising the nearest number (rounded down) of Physical Delivery Units. Securities of any Series belonging to the same Security Holder shall, unless "**Aggregation**" is specified not to apply in the applicable Issue Specific Terms, be aggregated for the purposes of determining the relevant number of Physical Delivery Units to be delivered, provided that the aggregate number of Physical Delivery Units, in respect of the same Security Holder, will be rounded down to the nearest whole number. If specified in the applicable Issue Specific Terms a

Security Holder will also receive an amount in cash (the "**Fractional Cash Amount**") (if any) in the Settlement Currency which, unless otherwise specified in the applicable Issue Specific Terms, shall be equal to the product of (i) the Fractional Entitlement and (ii) the relevant Reference Price. The Settlement Amount Rounding does not apply.

(4) Definitions

"**Calculation Amount**" is set out in Part A (product specific terms) of the applicable Issue Specific Terms (if applicable).

"**Calculation Date**" is the date defined in the applicable Underlying Specific Provisions.

"**Exchange Rate**" is the exchange rate defined in Part B (general terms) of the applicable Issue Specific Terms, expressed in the Reference Currency for one unit of the Settlement Currency and which is published by the Exchange Rate Sponsor at the Relevant Exchange Date. If the conversion occurs at a time when an updated exchange rate is not yet published by the Exchange Rate Sponsor on the relevant date, the conversion will be carried out by the Calculation Agent based on the last exchange rate published by the Exchange Rate Sponsor. If the Exchange Rate Sponsor does not publish any exchange rate on the relevant date, the exchange rate shall correspond to the exchange rate published by another financial information service selected by the Calculation Agent. If the exchange rate should no longer be published in any of the above ways, the Calculation Agent has the right to determine, in its reasonable discretion, an exchange rate having regard to existing market conditions (including, but not limited to, the prevailing exchange rate).

"**Exchange Rate Sponsor**" is the entity whose details are specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Final Valuation Date**" means (subject to adjustment (as a Reference Date) in accordance with the applicable Underlying Specific Provisions):

- if "European Exercise Style" is the applicable exercise style pursuant to Section 2 of the General Conditions, the Final Valuation Date as set out in Part B (general terms) of the applicable Issue Specific Terms. If the Final Valuation Date does not fall on a Calculation Date, the Final Valuation Date shall be, unless otherwise specified within Part B (general terms) of the applicable Issue Specific Terms, the next following Calculation Date.

- if "American Exercise Style" or "Bermudan Exercise Style" is the applicable exercise style pursuant to Section 2 of the General Conditions:

- (a) the Exercise Date (if the Underlying Price is customarily determined on a Calculation Date following the Exercise Time) or, if the Exercise Date is not a Calculation Date and unless otherwise specified within Part B (general terms) of the applicable Issue Specific Terms, the next following Calculation Date; or

- (b) unless otherwise specified within Part B (general terms) of the applicable Issue Specific Terms, the Calculation Date immediately following the Exercise Date (if the Underlying Price is customarily determined on a Calculation Date prior to the Exercise Time).

If, in the case of Securities of any Series with a fixed term, the Exercise Date falls on the last day of the Exercise Period, the date on which the Exercise Period ends shall be the Final Valuation Date, or, if this date is not a Calculation Date, then the Final Valuation Date shall be the next following Calculation Date.

"Fractional Entitlement" means, in respect of a Security, the fraction of the Physical Delivery Unit existing prior to the rounding down to the nearest whole number.

"Initial Reference Price" has the meaning given to it in Part A (product specific terms) of the applicable Issue Specific Terms and will be determined on the Initial Valuation Date (if not otherwise specified in the applicable Issue Specific Terms).

"Initial Valuation Date" means, subject to adjustment (as a Reference Date) in accordance with the applicable Underlying Specific Provisions, the Initial Valuation Date as set out in Part B (general terms) of the applicable Issue Specific Terms. If the Initial Valuation Date does not fall on a Calculation Date, the Initial Valuation Date shall be the next following Calculation Date.

"Multiplier" is set out in Part A (product specific terms) of the applicable Issue Specific Terms (if applicable).

"Nominal" is set out in Part A (product specific terms) of the applicable Issue Specific Terms (if applicable).

"Physical Delivery Amount" is specified in Part B (general terms) of the applicable Issue Specific Terms, or if no such Physical Delivery Amount is so specified, Physical Delivery Amount shall mean the number of Physical Delivery Units set out in the Issue Specific Terms.

"Physical Delivery Unit" means the number of units of the relevant asset as set out in Part B (general terms) of the applicable Issue Specific Terms.

"Reference Currency" is set out in Part B (general terms) of the applicable Issue Specific Terms.

"Reference Price" has the meaning given to it in Part A (product specific terms) of the applicable Issue Specific Terms and will be determined on the basis of the Underlying Price at the Final Valuation Date (if not otherwise provided for in the applicable Issue Specific Terms).

"Relevant Exchange Date" is set out in Part B (general terms) of the applicable Issue Specific Terms.

"Settlement Amount Rounding" is set out in Part B (general terms) of the applicable Issue Specific Terms.

"**Settlement Currency**" is set out in Part B (general terms) of the applicable Issue Specific Terms.

"**Settlement Date**" is set out in Part B (general terms) of the applicable Issue Specific Terms.

"**Valuation Date**" is, subject to adjustment (as a Reference Date) in accordance with the applicable Underlying Specific Provisions, the date(s) set out in Part B (general terms) of the applicable Issue Specific Terms.

Section 2 (Exercise)

(1) *General*

The obligations in relation to the Settlement Amount described in Section 1 (1) of the General Conditions fall due on the Settlement Date when the Security is duly exercised.

(2) *Exercise of Securities by the Security Holder*

(a) *Delivery of an Exercise Notice – Securities other than Nordic Registered Securities*

Each Security, unless previously redeemed or purchased and cancelled and subject as provided in the Conditions, is exercisable on any Business Day during the Exercise Period (in the case of Securities with American Exercise Style) or on any Bermuda Exercise Date (in the case of Securities with Bermudan Exercise Style) by delivery of an Exercise Notice at or before the Exercise Time to the Principal Programme Agent. An Exercise Notice delivered after the Exercise Time shall become effective on the next following Business Day (in the case of Securities with American Exercise Style) or the next following Bermuda Exercise Date (if any) (in the case of Securities with Bermudan Exercise Style).

In the case of Global ICSD Registered Notes the Exercise Notice has to be delivered to (i) the ICSDs by the ICSD Prescribed Time, (ii) the Principal Programme Agent by not later than 10.00 a.m. (Frankfurt time) and (iii) if a Local Exercise Time is specified in the applicable Issue Specific Terms, the Calculation Agent by not later than the Local Exercise Time.

This Section 2(2)(a) of the General Conditions is not applicable to Nordic Registered Securities.

(b) *Automatic Exercise*

If "**Automatic Exercise**" is specified to apply in Part B (general terms) of the applicable Issue Specific Terms, the Securities will, subject to the provisions of this Section 2 (2)(b) of the General Conditions be exercised automatically on the Final Valuation Date, and a Security Holder will not be required to complete an Exercise Notice. Such Automatic

Exercise will only occur if the Settlement Amount is equal to an amount greater than zero. For the purposes of Nordic Registered Securities or Euroclear Netherlands Registered Securities, (i) Euroclear Sweden Registered Securities shall be deemed to have been exercised by 10.00 a.m. (Stockholm time) on the Final Valuation Date, (ii) VPS Registered Securities shall be deemed to have been exercised by 11.00 p.m. (Oslo time) on the Final Valuation Date, (iii) Euroclear Finland Registered Securities shall be deemed to have been exercised by 10.00 a.m. (Helsinki time) on the Final Valuation Date, (iv) Euroclear Netherlands Registered Securities shall be deemed to have been exercised by 10.00 a.m. (Amsterdam time) on the Final Valuation Date, and (v) Euroclear France Registered Securities shall be deemed to have been exercised by 10.00 a.m. (Paris time) on the Final Valuation Date.

However, if Automatic Exercise has not been specified to apply in Part B (general terms) of the applicable Issue Specific Terms, any exercisable Security not exercised by the Final Valuation Date shall expire worthless on such day and the Issuer shall have no further obligations in respect of any such Security. A declaration that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person is deemed issued automatically.

(c) *Exercise Notice – Securities other than Nordic Registered Securities and Euroclear France Registered Securities*

"**Exercise Notice**" is a notice of the Security Holder which declares the exercise of one or more Securities and which contains the following information:

- (i) the name, address, telephone and facsimile details of the Security Holder,
- (ii) the designation and the number of the Securities which are the subject of the applicable Exercise Notice,
- (iii) a suitable bank and/or securities account, to which any Settlement Amount is to be credited or delivered, in the case of Cash Settlement, in the Settlement Currency,
- (iv) a declaration, that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person or is located within the United States (within the meaning of Regulation S),
- (v) an irrevocable undertaking by the Security Holder to pay any taxes and capital, stamp, issue, registration and transfer taxes and duties ("**Taxes**") arising on the exercise of the relevant Securities and an instruction from the Security Holder to the relevant Clearing System to deduct an amount in respect thereof from any Settlement Amount due to such Security Holder or otherwise to debit (on or at any time after the Exercise Date) a specified account of the Security Holder at the relevant Clearing System with an amount or amounts in respect thereof, and
- (vi) authorisation for the production of such declaration as described in Section 2(2)(c)(iv) in applicable administrative or legal proceedings.

The terms used in this sub-paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.

The Securities must, in the case of German Securities, have been received by the Principal Programme Agent through credit of the Securities to the account of the Principal Programme Agent at the Clearing System and, in the case of Securities of any Series represented by a Global ICSD Registered Note, through credit of the relevant Securities to the account of the Fiscal Agent at the ICSDs.

This Section 2(2)(c) of the General Conditions is not applicable to Nordic Registered Securities and Euroclear France Registered Securities.

(d) *Exercise Notice – Euroclear France Registered Securities*

"**Exercise Notice**" is a notice of the Security Holder which declares the exercise of one or more Securities and which contains the following information:

- (i) the name, address, telephone and facsimile details of the Security Holder and the Euroclear France Accountholder through which the Securities are held,
- (ii) the designation and the number of the Securities which are the subject of the applicable Exercise Notice,
- (iii) a suitable bank and/or securities account, to which any Settlement Amount is to be credited or delivered, in the case of Cash Settlement, in the Settlement Currency,
- (iv) an instruction and authorisation to the French Paying Agent to instruct the relevant Euroclear France Accountholder to debit on or prior the Settlement Date the Security Holder's account with the Securities to which the Exercise Notice relates;
- (v) a declaration, that neither the Security Holder nor the beneficial owner of the Securities is a U.S. person or is located within the United States (within the meaning of Regulation S),
- (vi) an irrevocable undertaking by the Security Holder to pay any taxes and capital, stamp, issue, registration and transfer taxes and duties ("**Taxes**") arising on the exercise of the relevant Securities and an instruction from the Security Holder to the relevant Clearing System to deduct an amount in respect thereof from any Settlement Amount due to such Security Holder or otherwise to debit (on or at any time after the Exercise Date) a specified account of the Security Holder at the relevant Clearing System with an amount or amounts in respect thereof, and
- (vii) authorisation for the production of such declaration as described in Section 2(2)(d)(v) in applicable administrative or legal proceedings.

The terms used in this sub-paragraph have the meaning ascribed to them in Regulation S promulgated under the United States Securities Act of 1933, as amended from time to time.

This Section 2(2)(d) of the General Conditions is not applicable to Securities other than Euroclear France Registered Securities.

(e) *Minimum or Maximum Exercise Amount*

Where a "**Minimum Exercise Amount**" has been specified to apply in Part B (general terms) of the applicable Issue Specific Terms, the number of Securities exercised on any Exercise Date by a Security Holder, as determined by the Calculation Agent, must not be less than such Minimum Exercise Amount or, if the number of Securities exercised on the relevant Exercise Date is a number in excess of the Minimum Exercise Amount and an "**Integral Exercise Amount**" has been specified in Part B (general terms) of the applicable Issue Specific Terms, the number of Securities exercised on any Exercise Date must be, in all cases, an integral multiple of the Integral Exercise Amount. Any purported exercise of Securities in breach of this provision shall be void and of no effect.

Where a "**Maximum Exercise Amount**" has been specified in Part B (general terms) of the applicable Issue Specific Terms, if the Calculation Agent determines that the number of Securities being exercised on any Exercise Date by any Security Holder or any number of Security Holders (whether or not acting in concert) exceeds such Maximum Exercise Amount (a number of Securities equal to the Maximum Exercise Amount hereinafter referred to as the "**Quota**"), the Issuer may deem the Exercise Date for the first Quota, selected on the basis of the chronological order in which the relevant Exercise Notices have been delivered, to be such day and the Exercise Date for each additional Quota (and any remaining Securities thereof), selected in the same way as above, to be each of the succeeding Exercise Dates until all such relevant Securities have been duly exercised on an Exercise Date, provided, however, that for any such relevant Security for which the relevant Exercise Date would thereby fall after the final Exercise Date, such final Exercise Date shall be the Exercise Date of the relevant Security. In any case where more than a Quota is exercised on the same day by Security Holder(s), the determination of the chronological order of settlement in respect of such Securities shall be at the reasonable discretion of the Issuer.

This Section 2 (2)(e) of the General Conditions is not applicable to Nordic Registered Securities.

(f) *Renouncement Notice for Italian Listed Securities*

In the case of Italian Listed Securities which will be listed and admitted to trading on an Italian regulated market or any Italian multilateral trading facility – including the SeDeX market managed and organised by Borsa Italiana S.p.A. (the "**Italian Stock Exchange**") – the Securities will be exercised automatically on the Exercise Date. However prior to the Renouncement Notice cut-off time specified in the Issue Specific Terms (the "**Renouncement Notice Cut-Off Time**"), each Security Holder may renounce Automatic Exercise of the relevant Italian Listed Security(ies) by the delivery or sending by fax of a duly completed renouncement notice substantially in the form set out in Annex to the General Conditions – Standard Form of Renouncement Notice (the "**Renouncement**

Notice") - in accordance with the rules of the Italian Stock Exchange or any other Italian regulated market or multilateral trading facility so requiring (applicable from time to time), to the relevant Clearing System, the Calculation Agent, the Principal Programme Agent and the Agent in Italy (if any), with a copy to the Issuer and any other relevant Agent(s). Once delivered a Renouncement Notice shall be irrevocable and may not be withdrawn. If a duly completed Renouncement Notice is validly delivered prior to the Renouncement Notice Cut-Off Time, the relevant Security Holder will not be entitled to receive any amounts payable by the Issuer in respect of relevant Italian Listed Securities and the Issuer shall have no further liability in respect of such Italian Listed Securities. After delivery of a Renouncement Notice, the relevant Security Holder may not transfer the relevant Italian Listed Securities which are the subject of such Renouncement Notice. Any determination as to whether a Renouncement Notice is duly completed and in proper form shall be made by the relevant Clearing System (in consultation with the Issuer, the Principal Programme Agent and the Agent in Italy (if any)), in good faith and in a reasonable manner, and shall be conclusive and binding on the Issuer, the Agents and the relevant Security Holder. Subject as set out below, any Renouncement Notice so determined to be incomplete or not in proper form shall be null and void. If such Renouncement Notice is subsequently corrected to the satisfaction of the relevant Clearing System (in consultation with the Issuer, the Principal Programme Agent and the Agent in Italy (if any)), it shall be deemed to be a new Renouncement Notice submitted at the time such correction was delivered to the Agent in Italy. In the event that a Security Holder does not execute, where applicable, a duly completed Renouncement Notice in accordance with the provisions hereof, the relevant Italian Listed Securities shall be exercised automatically and shall be repaid in the manner set out in the relevant Issue Specific Terms and Final Terms, and the Issuer's obligations in respect of such Italian Listed Securities shall be discharged and no further liability in respect thereof shall attach to the Issuer.

(3) *Verification of the Security Holder – English Securities represented by a Global ICSD Registered Note only*

Upon receipt of an Exercise Notice in respect of any English Securities represented by a Global ICSD Registered Notes, the Principal Programme Agent shall request each ICSD to confirm in writing to the Principal Programme Agent, the Calculation Agent and the Issuer that, according to the books of the relevant ICSD, the person exercising the relevant Securities referred to in the Exercise Notice is the holder thereof. If the number of Securities specified in such Exercise Notice exceeds the number of Securities held in the specified account of the person exercising the relevant Securities, the Exercise Notice shall become null and void, and the Principal Programme Agent shall so notify the Issuer and the Calculation Agent. If the number of Securities specified in such Exercise Notice does not exceed the number of Securities held in such specified account then, on or prior to the Settlement Date, the ICSDs will debit such account with the Securities being exercised.

(4) Definitions

"**Bermuda Exercise Dates**" are set out in Part B (general terms) of the Issue Specific Terms.

"**Business Day**" is set out in Part B (general terms) of the Issue Specific Terms.

"**Exercise Date**" means, subject to (i) an extraordinary termination pursuant to the Underlying Specific Provisions or Section 12 of the General Conditions (in the case of German Securities) or (ii) an ordinary termination pursuant to Section 6 of the General Conditions (to the extent the applicable Issue Specific Provisions provide an ordinary termination right of the Issuer):

- if "European Exercise Style" has been specified to apply in Part B (general terms) of the applicable Issue Specific Terms, the Final Valuation Date;

- if "American Exercise Style" has been specified to apply in Part B (general terms) of the applicable Issue Specific Terms, the Business Day during the Exercise Period on which the Securities are duly exercised; and

- if "Bermudan Exercise Style" has been specified to apply in Part B (general terms) of the applicable Issue Specific Terms, the Bermuda Exercise Date on which the Securities are duly exercised, or, if such day is not a Business Day, the next following Business Day.

"**Exercise Period**" is set out in Part B (general terms) of the applicable Issue Specific Terms.

"**Exercise Style**" is set out in Part B (general terms) of the applicable Issue Specific Terms.

"**Exercise Time**" is the time set out in Part B (general terms) of the applicable Issue Specific Terms.

"**ICSD Prescribed Time**" is the time set out in Part B (general terms) of the applicable Issue Specific Terms.

"**Local Exercise Time**" is the time set out in Part B (general terms) of the applicable Issue Specific Terms.

Section 3 (Settlement)

(1) Settlement - Securities other than Nordic Registered Securities and Euroclear France Registered Securities

Any cash amounts payable by the Issuer shall be transferred to the relevant Clearing System for distribution to the Security Holder. The Issuer will be discharged of its

payment and/or delivery obligations by payment and/or delivery to, or to the order of, the relevant Clearing System (or a depository or nominee thereof) in respect of the amount so paid or delivered. In relation to Italian Listed Securities listed on SeDeX market of the Italian Stock Exchange or on any other regulated market or multilateral trading facility so requiring (as specified in the Issue Specific Terms), the Security Holders may hold such Securities via an account with, or through an account with a participant of, Monte Titoli S.p.A. Monte Titoli S.p.A. which will, in turn, have an account ("bridge") with one or more Clearing Systems (as the case may be).

Where Settlement means Cash Settlement, the Issuer shall on and for value on the Settlement Date, transfer an amount equal to the aggregate Settlement Amount of the duly exercised Securities to the account of the Principal Programme Agent, whereupon the Principal Programme Agent shall transfer such amount to the account at the relevant Clearing System specified in the relevant Exercise Notice for value on the Settlement Date.

If, however, Settlement means Physical Settlement then, on delivery of an Exercise Notice in respect of any Security and the payment of any applicable Taxes as aforesaid from the relevant account of the Security Holder to the relevant account of the Principal Programme Agent (in favour of the Issuer), the Issuer shall, on the relevant Settlement Date, transfer or procure the transfer of the Physical Delivery Amount in respect of the relevant Securities for credit to the account specified in the relevant Exercise Notice.

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by (i) the relevant Clearing System, in consultation with the Principal Programme Agent or (ii) if the relevant Clearing System does not review the respective Exercise Notice, the Principal Programme Agent in its reasonable discretion and shall be conclusive and binding on the Issuer, the Agents and the relevant Security Holder. Any Exercise Notice so determined to be incomplete or not in proper form or which is not copied to the Principal Programme Agent immediately after being sent to the relevant Clearing System shall be null and void. If such Exercise Notice is subsequently corrected to the satisfaction of the relevant Clearing System it shall be deemed to be a new Exercise Notice submitted at the time such correction is delivered to the relevant Clearing System.

Delivery of an Exercise Notice shall constitute an irrevocable election and undertaking by the relevant Security Holder to exercise the Securities specified therein. After the delivery of an Exercise Notice (other than an Exercise Notice which shall become void), the holder of the Securities specified in such Exercise Notice may not transfer such Securities prior to the Settlement Date. This obligation under the General Conditions does not affect the free transferability of the Securities which is legally granted.

- (2) *Settlement - Nordic Registered Securities*
- (a) *Settlement - Euroclear Sweden Registered Instruments*

No later than the sixth Business Day immediately preceding the Settlement Date of any Series of Euroclear Sweden Registered Securities, and in accordance with the Programme Agreement or, as the case may be, the Agency Agreement, the Issuer shall

transfer an amount equal to the aggregate Settlement Amount of such Series to the Swedish Custody Cash Account whereupon the Swedish Paying Agent will transfer such aggregate Settlement Amount from the Swedish Custody Cash Account to the Swedish Cash Transfer Account. Subject to foregoing, Euroclear Sweden will debit the Swedish Cash Transfer Account for value on the Settlement Date and forward the Settlement Amount to the Security Holders in accordance with the Programme Agreement or, as the case may be, the Agency Agreement.

(b) *Settlement - VPS Registered Instruments*

No later than the first Business Day immediately preceding the Settlement Date of any Series of VPS Registered Securities in accordance with the Programme Agreement or, as the case may be, the Agency Agreement, the Issuer shall transfer an amount in Norwegian Krone equal to the aggregate Settlement Amount of such Series to the Norwegian Custody Cash Account whereupon the Norwegian Paying Agent will transfer such Settlement Amount from the Norwegian Custody Cash Account to the Norwegian Cash Transfer Account to which VPS has access in connection with payments to Security Holders. Subject to the foregoing, VPS will debit the Norwegian Cash Transfer Account for value on the Settlement Date and forward the Settlement Amount to the Security Holders in accordance with the Programme Agreement or, as the case may be, the Agency Agreement.

(c) *Settlement - Euroclear Finland Registered Instruments*

The settlement of Euroclear Finland Registered Securities shall be carried out in accordance with the Finnish Regulations. Pursuant to the Finnish Regulations, the last trading day of a Finnish registered a certificate with comparable terms is five Business Days before the Expiration Date of that security (on payment of net value of the security) in the relevant Euroclear Finland System in which the Euroclear Finland Registered Securities are registered (the "**OM system**"). Euroclear Finland provides the Issuer or the Finnish Paying Agent with a calculation of the balances needed for each relevant account operator and agent of an account operator accepted by Euroclear Finland as a member of the OM system in accordance with the Finnish Regulations (the "**Account Operator**"). The Issuer shall transfer an amount in euros equal to the aggregate Settlement Amount to the Finnish Custody Cash Account one Business Day prior to the Settlement Date so that the relevant Settlement Amount can be transferred to the Account Operators. The Finnish Paying Agent shall transfer the payments to the Account Operators operating on behalf of the Euroclear Finland Security Holders on the Business Day prior to the Settlement Date by 1.00 p.m. (Helsinki time). The Account Operators shall then forward the payments to the respective Euroclear Finland Security Holders.

In respect of Finnish registered certificates with comparable terms, the Issuer shall deliver a confirmation of the Settlement Amount to the Finnish Paying Agent to be forwarded to Euroclear Finland five Business Days prior to the Settlement Date. Euroclear Finland provides the Issuer or Finnish Paying Agent with a calculation of the balances needed for each relevant Account Operator. The Issuer shall transfer an amount in euros equal to the aggregate Settlement Amount to the Finnish Custody Cash Account one Business Day prior to the Settlement Date. The Finnish Paying Agent shall transfer the

payments to the Account Operators operating on behalf of the Euroclear Finland Security Holders on the Settlement Date by 10.00 a.m. (Helsinki time). The Account Operators shall then forward the payments to the respective Euroclear Finland Security Holders.

All payment actions relating to Settlement Amounts are subject to detailed deadlines in accordance with the Finnish Regulations.

The description in this Section 3(2)(c) of the General Conditions as to the payment procedures and other actions of Euroclear Finland and the Account Operator is based solely on the Issuer's understanding of the Finnish Regulations. Neither the Issuer nor (if applicable) the Guarantor makes any representation or warranty that such information is accurate or, in any event, that Euroclear Finland (or its agents or operators) will make such payments or undertake such actions or duties in accordance with such description. Accordingly, notwithstanding anything else herein, none of the Issuer, the Guarantor (if applicable) or any Agent has any responsibility for the performance by Euroclear Finland (or its agents or operators) of their respective payment, delivery, Euroclear Finland Security Holder identification, or other obligations in respect of the Securities as described herein and/or under the rules and procedures governing their operations.

(3) Settlement – Euroclear France Registered Securities

Any cash amounts payable by the Issuer shall be made by transfer to the account denominated in the relevant currency of the relevant Euroclear France Accountholders for the benefit of the Euroclear France Security Holders. The Issuer will be discharged of its payment and/or delivery obligations by payment and/or delivery to, or to the order of, the relevant Euroclear France Accountholders in respect of the amount so paid or delivered.

Where Settlement means Cash Settlement, the Issuer shall on and for value on the Settlement Date, transfer an amount equal to the aggregate Settlement Amount of the duly exercised Securities to the account of the French Paying Agent, whereupon the French Paying Agent shall transfer such amount to the relevant Security Holder's account or Euroclear France Accountholder's account specified in the relevant Exercise Notice for value on the Settlement Date.

If, however, Settlement means Physical Settlement then, on delivery of an Exercise Notice in respect of any Security and the payment of any applicable as aforesaid from the relevant account of the Security Holder to the relevant account of the French Paying Agent (in favour of the Issuer), the Issuer shall, on the relevant Settlement Date, transfer or procure the transfer of the Physical Delivery Amount in respect of the relevant Securities for credit to the Security Holder's account or Euroclear France Accountholder's account specified in the relevant Exercise Notice.

Any determination as to whether an Exercise Notice is duly completed and in proper form shall be made by the French Paying Agent in its reasonable discretion and shall be conclusive and binding on the Issuer, the Agents and the relevant Security Holder. Any Exercise Notice so determined to be incomplete or not in proper form shall be null and

void. If such Exercise Notice is subsequently corrected to the satisfaction of the French Paying Agent it shall be deemed to be a new Exercise Notice submitted at the time such correction is delivered to the French Paying Agent.

Delivery of an Exercise Notice shall constitute an irrevocable election and undertaking by the relevant Security Holder to exercise the Securities specified therein. After the delivery of an Exercise Notice (other than an Exercise Notice which shall become void), the holder of the Securities specified in such Exercise Notice may not transfer such Securities prior to the Settlement Date. This obligation under the General Conditions does not affect the free transferability of the Securities which is legally granted.

(4) Settlement Currency Conversion

Any cash amount payable by the Issuer shall be paid in the Settlement Currency. If payment of any amount to a Security Holder, according to the rules of the relevant Clearing System, cannot be made in the Settlement Currency, such payment shall be made in the currency principally used by the relevant Clearing System for payments to holders holding accounts with such Clearing System, following a conversion of the relevant amount from the Settlement Currency.

(5) Entitlement to payments in respect of Global ICSD Registered Notes, Nordic Registered Securities, Euroclear Netherlands Registered Securities and Euroclear France Registered Securities

(a) *Global ICSD Registered Notes*

Payments in respect of Global ICSD Registered Notes shall be made to the persons on the register of Security Holders of the relevant Series of Securities on the relevant Record Date, for which purposes the "**Record Date**" shall be the close of business on the Clearing System Business Day before the due date for payment, where the "**Clearing System Business Day**" means a day on which the relevant clearing system is open for business.

(b) *Euroclear Sweden Registered Securities*

Payments of principal and/or interest in respect of the Euroclear Sweden Registered Securities shall be made to the Euroclear Sweden Security Holders registered as such on the fourth business day (as defined by the then applicable Euroclear Sweden Rules) before the due date for such payment, or such other business day falling closer to the due date as then may be stipulated in the Euroclear Sweden Rules and will be made in accordance with the Euroclear Sweden Rules. Such day shall be the "**Record Date**" in respect of the Euroclear Sweden Registered Securities in accordance with the Euroclear Sweden Rules.

(c) *VPS Registered Securities*

Payments of principal and/or interest in respect of the VPS Registered Securities shall be made to the VPS Security Holders registered as such on the fourteenth calendar day before the due date for such payment, or such other business day falling closer to the due

date as then may be stipulated in the VPS Rules and will be made in accordance with the VPS Rules. Such day shall be the "**Record Date**" in respect of the VPS Registered Securities in accordance with the VPS Rules.

(d) *Euroclear Finland Registered Securities*

Payments of principal and/or interest in respect of the Euroclear Finland Registered Securities shall be made to the Euroclear Finland Security Holders on the basis of information recorded in the relevant Euroclear Finland Security Holder's book-entry securities account on the first Business Day before the due date for such payment. Such day shall be the "**Record Date**" in respect of the Euroclear Finland Registered Securities in accordance with the Euroclear Finland Rules. Euroclear Finland Security Holders will not be entitled to any interest or other compensation for any delay after the due date in receiving the amount due as a result of the due date for payment not being a Payment Date.

(e) *Euroclear Netherlands Registered Securities*

Payments of principal and/or interest in respect of the Euroclear Netherlands Registered Securities shall be made to the Euroclear Netherlands Security Holders registered as such on the business day (as defined by the then applicable Euroclear Netherlands Rules) before the due date for such payment, or such other business day falling closer to the due date as then may be stipulated in the Euroclear Netherlands Rules and will be made in accordance with the Euroclear Netherlands Rules. Such day shall be the "**Record Date**" in respect of the Euroclear Netherlands Registered Securities in accordance with the Euroclear Netherlands Rules.

(f) *Euroclear France Registered Securities*

Payments of principal and/or interest in respect of the Euroclear France Registered Securities shall be made to the Euroclear France Security Holders registered as such on the business day (as defined by the then applicable Euroclear France Rules) before the due date for such payment, or such other business day falling closer to the due date as then may be stipulated in the Euroclear France Rules and will be made in accordance with the Euroclear France Rules. Such day shall be the "**Record Date**" in respect of the Euroclear France Registered Securities in accordance with the Euroclear France Rules.

(6) Payment Date

If any date for payment of any amount by the Issuer in respect of any Security is not a Payment Date, the Security Holder thereof shall not be entitled to payment until the next following Payment Date and shall not be entitled to any interest or other payment in respect of such delay.

As used herein, a "**Payment Date**" means a day which is:

- (i) a day on which each Clearing System is open for business; and

- (ii) either (1) in relation to any sum payable in a currency other than euro, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealings in foreign exchange and foreign currency deposits) in the principal financial centre of the country of such currency or (2) in relation to any sum payable in euro, a day that the real-time gross settlement system operated (T2) by Eurosystem, or any successor system thereto, is open; and in addition
- (iii) (a) in the case of Euroclear Sweden Registered Securities, a day (other than a Saturday or Sunday) on which banks in Sweden are open for business, or (b) in the case of VPS Registered Securities, a day (other than a Saturday or Sunday) on which banks in Norway are open for business, or (c) in the case of Euroclear Finland Registered Securities, a day on which Euroclear Finland and the Euroclear Finland System (in which the Euroclear Finland Registered Securities are registered) are open for business in accordance with the Euroclear Finland Rules.

(7) Deliveries

Any deliveries of any Physical Delivery Amount due under any Security shall be made at the risk of the relevant Security Holder and shall be transferred to the relevant Clearing System for delivery to the relevant Security Holder, provided that where the Calculation Agent determines in its reasonable discretion that the delivery by the Issuer is fully or partly impractical, illegal or unduly onerous to the Issuer, then the Calculation Agent shall have the option to determine that the Issuer will make the delivery of any Physical Delivery Amount in such other commercially reasonable manner as the Calculation Agent may determine to be appropriate for such delivery and shall notify the Security Holders in accordance with Section 11 of the General Conditions. Any Physical Delivery Amount to be delivered shall be evidenced in such manner as the Issuer determines to be customary for the relevant Physical Delivery Amount. The Issuer shall be under no obligation to register or procure the registration of any Security Holder or any other person as the registered holder in respect of the amount to be delivered in any register of holders, including, but not limited to, a register of members of a share company.

This Section 3 (7) of the General Conditions is not applicable to Nordic Registered Securities.

(8) Settlement Disruption

If and to the extent that any delivery of any Physical Delivery Amount becomes due under a Security and (i) if the Settlement Date is not a Payment Date and/or (ii) prior to such delivery of any Physical Delivery Amount an event beyond the control of the Issuer occurs as a result of which the Issuer cannot make such delivery in accordance with these General Conditions at the relevant time for such delivery (a "**Settlement Disruption Event**"), then the Settlement Date for such delivery of the relevant Physical Delivery Amount shall be postponed to the first following Payment Date on which no such event is subsisting.

For so long as the Settlement Disruption Event is subsisting, then in lieu of the affected delivery of the relevant Physical Delivery Amount and notwithstanding any other provision hereof, the Issuer may elect in its reasonable discretion to satisfy this obligation in respect of the relevant Security by payment to the relevant Security Holder of the Disruption Settlement Amount on the fifth Payment Date following the date that notice of such election is given to the Security Holders in accordance with Section 11 of the General Conditions. Payment of the Disruption Settlement Amount will be made in such manner as will be notified in accordance with Section 11 of the General Conditions. The Calculation Agent shall give notice as soon as practicable in accordance with Section 11 that a Settlement Disruption Event has occurred.

No Security Holder or any other person shall be entitled to any payment in respect of a Security as a result of any delay in a delivery of any Physical Delivery Amount due to the occurrence of a Settlement Disruption Event, and no liability in respect thereof shall attach to the Issuer, the Calculation Agent and/or the Guarantor.

This Section 3 (8) of the General Conditions is not applicable to Nordic Registered Securities.

(9) *Consequences of an Index Cessation/Benchmark Event or Administrator/Benchmark Event*

(i) Notwithstanding anything else in the General Conditions, if the Calculation Agent determines that an Index Cessation/Benchmark Event has occurred or is existing on any day in respect of any Securities, then (subject to the final paragraph of this paragraph (9)(i)) the Calculation Agent shall (or, in the case of a Non-Representativeness Event or a Methodology Change Event, may) determine the Reference Rate for the relevant period (as applicable) as follows (such that, in respect of any such period, the Reference Rate shall be determined by the first of (A) or (B) below (applied sequentially) which the Calculation Agent determines in its reasonable discretion by weighing up the interests of the Security Holders and the interests of the Issueris able to be utilised in order to determine the Reference Rate for such period in a manner that to the greatest possible extent upholds the economic character of the Securities, as applicable):

(A) the Reference Rate shall be determined by reference to the rate which the Calculation Agent determines in its reasonable discretion has replaced the relevant Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest in respect of bonds denominated in the Settlement Currency or Reference Currency or Base Currency (as applicable) and of a comparable duration to the relevant period, or, if the Calculation Agent determines that there is no such rate, such other rate as the Calculation Agent determines in its reasonable discretion is most comparable to the relevant Reference Rate;

- (B) the Reference Rate shall be the rate determined in respect of the immediately preceding period, provided that if no Reference Rate has been determined in respect of any such preceding period (or there is no such preceding period) the Reference Rate shall be the rate as determined by the Calculation Agent in its reasonable discretion, provided that, in the case of each of paragraph (A) and (B) (excluding the proviso within paragraph (B)), the application of the provisions of such paragraph (as applicable) is and would not be unlawful at any time under any applicable law or regulation and would not contravene any applicable licensing requirements to determine the Reference Rate in accordance with the terms of such provisions.

The Calculation Agent determines the Reference Rate in accordance with (A) or (B) above it may make such adjustment(s) that it determines in its reasonable discretion to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms of the Securities to account for such change to the method of determination of the Reference Rate including (but not limited to) any such adjustment(s) that the Calculation Agent determines in its reasonable discretion are required in order to reduce or eliminate, to the extent reasonable practicable, any change in the economic value of the Securities from such change to the method of determination of the Reference Rate.

If the Calculation Agent determines in its reasonable discretion that the application of (A) or (B) above would not achieve a commercially reasonable result, the Calculation Agent may determine that the Securities shall be early redeemed. The Issuer shall give notice to the Security Holders of the General Conditions designating the early payment date (the "**Early Payment Date**"). In the case of an early redemption the Issuer will cause to be paid to each Security Holder in respect of each Security held by it an amount equal to the Termination Amount (as defined in the applicable Underlying Specific Provisions). Payment of the Termination Amount will be made in such manner as shall be notified to the Security Holders in accordance with Section 11 of the General Conditions.

- (ii) If the Calculation Agent determines that an Administrator/Benchmark Event and its related Administrator/ Benchmark Event Date have occurred or is existing on any day in respect of any Securities, the Calculation Agent may determine that the Securities shall be early redeemed. The Issuer shall give notice to the Security Holders in accordance with Section 11 of the General Conditions designating the early payment date (the "**Early Payment Date**"). In the case of an early redemption the Issuer will cause to be paid to each Security Holder in respect of each Security held by it an amount equal to the Termination Amount (as defined in the applicable Underlying Specific Provisions). Payment of the Termination Amount will be made in such manner as shall be notified to the Security Holders in accordance with Section 11 of the General Conditions.

(10) Taxation, other laws and regulation

All payments and/or deliveries will be subject in all cases to (a) any fiscal or other laws and regulations applicable thereto in the place of payment and/or delivery (including, where applicable, laws requiring the deduction or withholding for, or on account of, any tax, duty or other charge whatsoever) and (b) any taxes, including any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the "**Code**") or otherwise imposed pursuant to Sections 1471 through 1474 of the Code and any regulations or agreements thereunder or official interpretations thereof ("**FATCA**") or any law implementing an intergovernmental approach to FATCA.

(11) Disclaimer as to Clearing Systems and their agents and operators

Any description in these General Conditions as to payments being made or any other actions or duties being undertaken by any Clearing System (or its agents or operators) is based solely on the Issuer's understanding of the relevant rules and/or operations of such Clearing System (and its agents and operators). Neither the Issuer nor (if applicable) the Guarantor makes any representation or warranty that such information is accurate or, in any event, that the relevant Clearing System (or its agents or operators) will make such payments or undertake such actions or duties in accordance with such description. Accordingly, notwithstanding anything else herein, none of the Issuer, the Principal Programme Agent, the Calculation Agent, or, if applicable, the Guarantor, the Norwegian Paying Agent, the Swedish Paying Agent, the Finnish Paying Agent or the Agents has any responsibility for the performance by any Clearing System (or its agents or operators) of their respective payment, delivery, Security Holder identification, or other obligations in respect of the Securities as described herein and/or under the rules and procedures governing their operations.

(12) Definitions

"**Administrator/Benchmark Event**" means, in respect of any Securities and a Relevant Benchmark, the occurrence or existence, as determined by the Calculation Agent, of any of the following events in respect of such Relevant Benchmark:

- (a) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of a Relevant Benchmark or the administrator or sponsor of a Relevant Benchmark has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, or any prohibition by a relevant competent authority or other relevant official body, in each case with the effect that the Issuer and/or the Calculation Agent (as applicable) and/or any other relevant entity is not, or will not be, permitted under any applicable law or regulation to use the Relevant Benchmark to perform its or their respective obligations under the Securities; or

- (b) any material change to the methodology or formula for the Relevant Benchmark or any other means of calculating the Relevant Benchmark, as determined by the Calculation Agent ("**Material Methodology Change Event**");

"**Administrator/Benchmark Event Date**" means, in respect of a Relevant Benchmark, the date determined by the Calculation Agent to be:

- (a) in the case of paragraph (a) of the definition of "Administrator/Benchmark Event", the date from which the Relevant Benchmark may no longer be used under any applicable law or regulation by Issuer and/or the Calculation Agent (as applicable) and/or any other relevant entity to perform its or their respective obligations under the Securities; or
- (b) in the case of paragraph (b) of the definition of "Administrator/Benchmark Event", the date on which the change to the methodology or formula for the Relevant Benchmark becomes effective,

or, in each case, if such date occurs before the Initial Valuation Date, the Initial Valuation Date.

"**Clearing System**" is set out in Part B (general terms) of the applicable Issue Specific Terms.

"**Disruption Settlement Amount**" has the meaning given in the Issue Specific Terms, provided that, in relation to Italian Listed Securities, the Disruption Settlement Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements.

"**Euroclear Finland**" means *Euroclear Finland Oy*, the Finnish Central Securities Depository Ltd.

"**Euroclear Finland Register**" means the register opened in the Euroclear Finland System for Euroclear Finland Registered Securities.

"**Euroclear Finland Rules**" means the rules issued by Euroclear Finland.

"**Euroclear Finland System**" means the technical system at Euroclear Finland for the registration of securities and the clearing and settlement of securities transactions.

"**Euroclear France**" means Euroclear France S.A., 66 rue de la Victoire, 75009 Paris, France, or any successor or replacement thereto.

"**Euroclear France Accountholders**" means any authorised financial intermediary institution entitled to hold securities accounts, directly or indirectly, with Euroclear France, and includes Euroclear Bank SA/NV and the depository bank for Clearstream Banking, *société anonyme*.

"Euroclear France Rules" means the terms and conditions governing the use of Euroclear France and the operating procedures of Euroclear France, as may be amended, supplemented or modified from time to time.

"Euroclear Netherlands" means *Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V.*, the Netherlands Central Securities Depository.

"Euroclear Netherlands Register" means the register opened in the Euroclear Netherlands System for Euroclear Netherlands Registered Securities issued or to be issued by the Issuer.

"Euroclear Netherlands Rules" means the Securities Giro Transfer Act (*Wet giraal effectenverkeer*) and all other applicable Dutch laws, regulations and operating procedures applicable to and/or issued by Euroclear Netherlands.

"Euroclear Netherlands System" means the technical system at Euroclear Netherlands for the registration of securities and the clearing and settlement of securities transactions.

"Euroclear Sweden" means Euroclear Sweden AB, the Swedish Central Securities Depository.

"Euroclear Sweden Register" means the register opened in the Euroclear Sweden System for Euroclear Sweden Registered Securities issued or to be issued by the Issuer.

"Euroclear Sweden Rules" means the SFIA Act and all other applicable Swedish laws, regulations and operating procedures applicable to and/or issued by Euroclear Sweden.

"Euroclear Sweden System" means the technical system at Euroclear Sweden for the registration of securities and the clearing and settlement of securities transactions.

"Finnish Custody Cash Account" means a cash account in euro opened in the name of the Issuer and maintained by the Finnish Paying Agent.

"Finnish Regulations" means the Finnish Securities Markets Act (1989/495), Act on the Book-Entry System (1991/826), Act on Book-Entry Accounts (1991/827), the Rules of the Finnish Central Securities Depository Ltd and the Rules of the OMX Nordic Exchange Helsinki Oy.

"Index Cessation/Benchmark Event" means, in respect of any Securities and a Relevant Benchmark, the occurrence or existence, as determined by the Calculation Agent, of one or more of the following events:

- (a) the bankruptcy, insolvency, receivership or the institution of analogous proceedings to any of the foregoing (as determined by the Calculation Agent) of the administrator of the Relevant Benchmark provided that, at that time, there is no successor administrator that will continue to provide the Relevant Benchmark;
- (b) the administrator of the Relevant Benchmark has ceased or will cease to provide the Relevant Benchmark permanently or indefinitely, provided that, at that time,

there is no successor administrator that will continue to provide the Relevant Benchmark;

- (c) the Relevant Benchmark has been or will be permanently or indefinitely discontinued;
- (d) an announcement by the supervisor of the administrator of the Relevant Benchmark announcing that the Relevant Benchmark may no longer be used;
- (e) a public statement or publication of information by the regulatory supervisor for the administrator of the Relevant Benchmark announcing that the Relevant Benchmark is no longer representative of the market or economic reality that it is intended to measure (a "**Non-Representativeness Event**"); or
- (f) a change to the methodology or formula for the Relevant Benchmark or any other means of calculating the Relevant Benchmark which is material in the context of the Securities, as determined by the Calculation Agent (a "**Methodology Change Event**").

"**NFIA Act**" means the Norwegian Securities Register Act of 2002 (in Norwegian: *lov om registrering av finansielle instrumenter av 5 juli 2002 nr. 64*);

"**Norwegian Cash Transfer Account**" means a cash account in Norwegian Krone and in the name of the Norwegian Paying Agent on behalf of the Issuer from which the Norwegian Paying Agent makes payments to VPS Security Holders.

"**Norwegian Custody Cash Account**" means a cash account in Norwegian Krone opened in the name of the Issuer and maintained by the Norwegian Paying Agent.

"**Norwegian Krone**" and "**NOK**" mean the lawful currency of Norway.

"**Relevant Benchmark**" means, in respect of any Securities, a Reference Rate, exchange rate or any rate, level, value or other figure in respect of one or more Underlyings utilised in order to determine the Settlement Amount or any other amount payable or asset deliverable under the Securities.

"**SFIA Act**" means the Swedish Financial Instruments Accounts Act (SFS 1998:1479).

"**Swedish Cash Transfer Account**" means a cash account in Swedish Krona and in the name of the Swedish Paying Agent on behalf of the Issuer from which the Swedish Paying Agent makes payments to Euroclear Sweden Security Holders.

"**Swedish Custody Cash Account**" means a cash account in Swedish Krona opened in the name of the Issuer and maintained by the Finnish Paying Agent.

"**Swedish Krona**" means the lawful currency of Sweden.

"**VPS**" means Verdipapirsentralen ASA, the Norwegian Central Securities Depository.

"**VPS Register**" means the register opened in the VPS System for VPS Registered Securities.

"**VPS Rules**" means the NFIA Act and all other applicable Norwegian laws, regulations and operating procedures applicable to and/or issued by the VPS.

"**VPS System**" means the technical system at VPS for the registration of instruments and the clearing and settlement of security transactions.

Section 4 (Coupon)

(1) Coupon Payment

(a) *No Coupon Amount*

Unless "**Coupon Payment**" is specified to apply in Part B (general terms) of the applicable Issue Specific Terms, the Securities bear no coupon and pay no periodic amounts.

(b) *Coupon Amount*

If in Part B (general terms) of the applicable Issue Specific Terms "**Coupon Payment**" is specified to apply and/or is specified to apply if a Switch Event has occurred, the Issuer shall, on each Coupon Payment Date and/or on each Coupon Payment Date following to the Switch Event, pay the relevant Coupon Amount.

If "**Coupon**" is specified in Part B (general terms) of the Issue Specific Terms and a Coupon Amount is required to be calculated for a period ending on (but excluding) a date other than a Coupon Payment Date, such Coupon Amount will be calculated on the basis of the number of days in the Coupon Period, the Coupon applicable to such period and the Coupon Day Count Fraction. If Coupon Payment is specified in the applicable Issue Specific Terms, the Coupon Amount(s) shall be the only periodic amount(s) payable for the relevant Series of Securities, and no other interest amounts shall accrue in respect of the relevant Series of Securities.

(2) Accrual of Coupon

Coupon Amounts shall cease to be payable from (and including) the Coupon Cessation Date. Other than the payment of the Coupon Amount as aforesaid, no periodic amount is payable under or pursuant to the Conditions. In addition no interest shall accrue in respect of the Securities whether by reason of late payment of a Coupon Amount or otherwise.

(3) Definitions

"**Coupon**" has the meaning given to it in Part B (general terms) of the applicable Issue Specific Terms.

"Coupon Amount" means, in respect of the Nominal and/or Calculation Amount, an amount calculated by the Calculation Agent as specified under "Coupon Amount" in Part B (general terms) of the applicable Issue Specific Terms or, if not specified there, calculated as follows:

$$\text{Coupon Amount} = \text{Nominal and/or Calculation Amount} \times \text{Coupon} \times (\text{if specified in the applicable Issue Specific Terms}) \text{ Coupon Day Count Fraction}$$

Each Coupon Amount will be rounded to the nearest two decimal places in the Settlement Currency, with 0.005 being rounded upwards.

"Coupon Cessation Date" has the meaning given to it in Part B (general terms) of the applicable Issue Specific Terms.

"Coupon Day Count Fraction" means, in respect of the calculation of a coupon amount on any Security for any period of time (the **"Calculation Period"**):

(a) - if **"Actual/Actual (ICMA)"** is specified in Part B (general terms) of the applicable Issue Specific Terms –

(A) if the Calculation Period (from and including the first day of such period but excluding the last day of such period) is equal to or shorter than the Determination Period during which the Calculation Period ends, the number of days in such Calculation Period (from (and including) the first day of such period to (but excluding) the last) divided by the product of (1) the number of days in such Determination Period and (2) the number of Coupon Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year; or

(B) if the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of: (A) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (1) the number of days in such Determination Period and (2) the number of Coupon Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year, and (B) the number of days in such Calculation 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 Coupon Payment Dates that occur in one calendar year or that would occur in one calendar year if interest were payable in respect of the whole of such year.

(b) - if **"Actual/365"** or **"Actual/Actual (ISDA)"** is specified in Part B (general terms) of the applicable Issue Specific Terms –

the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year

divided by 366; and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

- (c) - if "**Actual/365 (Fixed)**" is specified in Part B (general terms) of the applicable Issue Specific Terms –

the actual number of days in the Calculation Period divided by 365;

- (d) - if "**Actual/360**" is specified in Part B (general terms) of the applicable Issue Specific Terms –

the actual number of days in the Calculation Period divided by 360;

- (e) - if "**30/360**", "**360/360**" or "**Bond Basis**" is specified in Part B (general terms) of the applicable Issue Specific Terms –

the number of days in the Calculation Period divided by 360, the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (i) the last day of the Calculation Period is the 31st day of a month but the first day of the Calculation Period is a day other than the 30th or 31st day of a month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (ii) the last day of the Calculation Period is the last day of the month of February in which case the month of February shall not be considered to be lengthened to a 30-day month);

- (f) - if "**30E/360**" or "**Eurobond Basis**" is specified in Part B (general terms) of the applicable Issue Specific Terms –

the number of days in the Calculation Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months, without regard to the date of the first day or last day of the Calculation Period unless, in the case of the final Calculation Period, the Coupon Cessation Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month);

- (g) - if "**1/1**" is specified in Part B (general terms) of the applicable Issue Specific Terms – 1.

"**Coupon Payment Date**" means each day specified as being a Coupon Payment Date in Part B (general terms) of the applicable Issue Specific Terms.

"**Coupon Period**" means, unless otherwise specified within Part B (general terms) of the applicable Issue Specific Terms the period commencing on (and including) the Interest Commencement Date to (but excluding) the first Coupon Payment Date and (where there is more than one Coupon Period) each period commencing on (and including) a Coupon Payment Date to (but excluding) the next following Coupon Payment Date and, if any Coupon Amount is required to be calculated for a period ending other than on (but excluding) a relevant Coupon Payment Date, the period commencing on and including the

most recent Coupon Payment Date (or if none the Interest Commencement Date) to but excluding the relevant payment date.

"**Determination Period**" means, if Actual/Actual (ICMA) is specified in the applicable Issue Specific Terms, the period from (and including) the Interest Commencement Date up to (and excluding) the first Coupon Payment Date or from (and including) each Coupon Payment Date up to (and excluding) the next Coupon Payment Date.

"**Interest Commencement Date**" has the meaning given to it in Part B (general terms) of the applicable Issue Specific Terms.

"**Switch Event**" has the meaning given to it Part A (product specific terms) of the applicable Issue Specific Terms.

Section 5 (Barrier Event)

- (1) *Barrier Event in the case of Bonus Securities, Capped Bonus Securities, Barrier Reverse Convertible Securities, Participation Securities, Market Timer Securities, Capped Minimum Amount Securities, Autocallable Securities, Twin Win Securities, Capped Market Timer Securities and Dolphin Securities (Bearish)*

If "**Barrier Event – Touch**" is specified in Part A (product specific terms) of the applicable Issue Specific Terms, a "**Barrier Event**" occurs if the Observation Price of the Underlying reaches or falls below the Barrier on the Final Valuation Date or, if the applicable Issue Specific Terms stipulate an Observation Period, on an Observation Date within the Observation Period.

If "**Barrier Event – Break**" is specified in Part A (product specific terms) of the applicable Issue Specific Terms, a "**Barrier Event**" occurs if the Observation Price of the Underlying falls below the Barrier on the Final Valuation Date or, if the applicable Issue Specific Terms stipulate an Observation Period, on an Observation Date within the Observation Period.

- (2) *Barrier Event in the case of Reverse Bonus Securities, Capped Reverse Bonus Securities and Dolphin Securities (Bullish)*

If "**Barrier Event – Touch**" is specified in Part A (product specific terms) of the applicable Issue Specific Terms, a "**Barrier Event**" occurs if the Observation Price of the Underlying reaches or exceeds the Barrier on the Final Valuation Date or, if the applicable Issue Specific Terms stipulate an Observation Period, on an Observation Date within the Observation Period.

If "**Barrier Event – Break**" is specified in Part A (product specific terms) of the applicable Issue Specific Terms, a "**Barrier Event**" occurs if the Observation Price of the Underlying exceeds the Barrier on the Final Valuation Date or, if the applicable Issue

Specific Terms stipulate an Observation Period, on an Observation Date within the Observation Period.

- (3) *Barrier Event in the case of Multi Bonus Securities, Multi Capped Bonus Securities, Multi Barrier Reverse Convertible Securities, Multi Autocallable Securities*

If "**Barrier Event – Touch**" is specified in Part A (product specific terms) of the applicable Issue Specific Terms, a "**Barrier Event**" occurs if the Observation Price of at least one Basket Component reaches or falls below the Barrier on the Final Valuation Date or, if the applicable Issue Specific Terms stipulate an Observation Period, on an Observation Date within the Observation Period.

If "**Barrier Event – Break**" is specified in Part A (product specific terms) of the applicable Issue Specific Terms, a "**Barrier Event**" occurs if the Observation Price of at least one Basket Component falls below the Barrier on the Final Valuation Date or, if the applicable Issue Specific Terms stipulate an Observation Period, on an Observation Date within the Observation Period.

- (4) *Definitions*

"**Barrier**" means the barrier specified in Part A (product specific terms) of the applicable Issue Specific Terms.

"**Observation Date**" means each Calculation Date within the Observation Period.

"**Observation Period**" means the observation period, if any, specified in Part A (product specific terms) of the applicable Issue Specific Terms.

"**Observation Price**" means the observation price of the Underlying specified in Part A (product specific terms) of the applicable Issue Specific Terms.

Section 6

(Ordinary Termination Right of the Issuer; Adjustment and Termination Right following a Change in Law Event)

- (1) *Ordinary Termination Right of the Issuer*

If "**Ordinary Termination Right of the Issuer**" has been specified in Part B (general terms) of the applicable Issue Specific Terms to be not applicable the Issuer has no ordinary termination right.

If "**Ordinary Termination Right of the Issuer**" has been specified in Part B (general terms) of the applicable Issue Specific Terms to be applicable, the Issuer has an unconditional and irrevocable right, upon its issue of a Termination Notice (as defined in paragraph (3)(a) below), to redeem the Securities in whole, but not in part, at the Settlement Amount or, if a Termination Amount in the case of an ordinary termination is set out in Part B (general terms) of the applicable Issue Specific Terms, at the Termination Amount in the case of an ordinary termination in respect of each Security. For the purposes of calculating the Settlement Amount the Termination Date is regarded as the Final Valuation Date. Should this date not be a Calculation Date, the immediately following

Calculation Date is regarded as the Final Valuation Date. The Settlement Amount or Termination Amount (as the case may be) in the case of an ordinary termination of the Securities will be due on the Settlement Date.

In relation to Italian Listed Securities the Settlement Amount and/or the Termination Amount in the case of an ordinary termination (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements.

(2) *Adjustment and termination right following a Change in Law Event*

At any time following the occurrence of a Change in Law Event, the Issuer shall have the right

- (i) to make such adjustment(s) to one or more of the terms of the Securities including but not limited to variable, calculation methodology, valuation, settlement, payment terms or any other terms of the Securities that the Calculation Agent determines in its reasonable discretion to be appropriate to account for such the Change in Law and to determine the effective date of such adjustment; or if an adjustment according to this ((i)) is not possible,
- (ii) upon its issue of a Termination Notice (as defined in paragraph (3)(b) below), to early redeem the Securities in whole, but not in part, at the Non-scheduled Early Repayment Amount.

A "**Change in Law Event**" shall be deemed to have occurred upon the Issuer becoming aware of (i) the adoption or announcement of, or any change in, any relevant law, rule, regulation, judgment, order, sanction, directive of any governmental, administrative, legislative or judicial authority or power (including any tax law and any Sanction Rules (as defined in paragraph (3) below) as if applicable to the Issuer and/or its affiliates in relation to the Securities and/or related Hedge Positions and/or Hedging Positions) ("**applicable law**"), or (ii) the promulgation of, or any change in, the formal or informal interpretation by a court, tribunal, governmental, administrative, legislative, regulatory or judicial authority or power with competent jurisdiction (including, without limitation, any taxing authority) or any relevant exchange or relevant Clearing System of any applicable law or regulation (including any tax law or rule or requirement), which has the effect (as determined by the Issuer in its reasonable discretion and in a commercially reasonable manner) that:

- (i) its performance under the Securities or its performance or that of any of its affiliates under any related Hedge Positions and/or Hedging Positions; or
- (ii) the performance of any of its affiliates under the Securities had such affiliate been an issuer of the Securities or under any related Hedge Positions had such affiliate been a party to any such Hedge Positions and/or Hedging Positions,

has or will become unlawful or impractical in whole or in part or there is a substantial likelihood of the same in the immediate future.

(3) Definitions

"Non-scheduled Early Repayment Amount" means, on any day an amount in respect of each Security which is determined by the Calculation Agent in its reasonable discretion as a fair market price of that Security immediately prior to the Termination Date (as defined in paragraph (3)(b) below), taking into account the remaining time value of the relevant Security. When determining the Non-scheduled Early Repayment Amount, the Calculation Agent may, *inter alia*, also consider the probability of default of the Issuer or of the Guarantor based on the credit spreads quoted on the market or on the yields of bonds of the Issuer or of the Guarantor that are traded with sufficient liquidity at the time of determining the Non-scheduled Early Repayment Amount. In relation to Italian Listed Securities (to the extent required by the relevant regulated market and/or multilateral trading facility), the Non-scheduled Early Repayment Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements as determined by the Calculation Agent.

"Optional Redemption Date" has the meaning given to it in Part B (general terms) of the applicable Issue Specific Terms.

"Sanction Rules" means any applicable law, rule, regulation, judgment, order, sanction, directive or designation of any governmental, administrative, legislative or judicial authority or power, in each case, relating to any economic or financial sanctions and embargo programmes, including, but not limited to, those enacted, administered and/or enforced, from time to time, by (or by any agency or other authority of) the United States, the United Kingdom, the European Union (or any Member State thereof), Switzerland or the United Nations, and which financial sanctions and embargo programs may include (without limitation), those restrictions applicable to designated or blocked persons.

"Termination Amount in the case of an ordinary termination" is the amount allocated to the respective Optional Redemption Date in Part B (general terms) of the applicable Issue Specific Terms.

"Termination Notice" means

(a) with respect to an Ordinary Termination Right of the Issuer in accordance with paragraph (1) of this Section

(i) in the case of Securities where no Termination Notice Dates are set out in Part B (general terms) of the applicable Issue Specific Terms:

an irrevocable notice given by the Issuer to the Security Holders in accordance with Section 11 of the General Conditions that the Issuer will exercise its

termination right, which notice shall specify the date on which the early redemption of the Securities as aforesaid is to be effected (the "**Termination Date**"), provided that if a Termination Period is specified in the applicable Issue Specific Terms, any such Termination Date must (i) be on a date which falls within the applicable Termination Period and (ii) not fall on a date which is earlier than the Business Day falling immediately after the Termination Notice Time Span in accordance with Section 11 of the General Conditions and provided further that if such date is not a Business Day, then the relevant Termination Date will be the next following Business Day. The exercise by the Issuer of the termination right shall not preclude Security Holders from selling or transferring or, if applicable, exercising all or any part of their holding of Securities, providing that any such exercise, sale or transfer, as the case may be, is effected no later than the third Business Day immediately preceding the Termination Date.

(ii) in the case of Securities where Termination Notice Dates are set out in Part B (general terms) of the applicable Issue Specific Terms:

an irrevocable notice given by the Issuer to the Security Holders in accordance with Section 11 of the General Conditions on a Termination Notice Date that the Issuer will exercise its termination right, which notice shall specify the relevant Optional Redemption Date on which the early redemption of the Securities is to be effected (the "**Termination Date**"). The Termination Notice shall also replicate the relevant Termination Amount in the case of an ordinary termination. The exercise by the Issuer of the termination right shall not preclude Security Holders from selling or transferring or, if applicable, exercising all or any part of their holding of Securities, providing that any such exercise, sale or transfer, as the case may be, is effected no later than the third Business Day immediately preceding the Termination Date.

(b) with respect to termination right following a Change in Law Event in accordance with paragraph (2) of this Section:

an irrevocable notice given by the Issuer to the Security Holders in accordance with Section 11 of the General Conditions that the Issuer will exercise its termination right, which notice shall specify the date on which the early redemption of the Securities as aforesaid is to be effected (the "**Termination Date**").

"**Termination Notice Date**" has the meaning given to it in Part B (general terms) of the applicable Issue Specific Terms. If the Termination Notice Date is no Calculation Date the Termination Notice Date will be postponed to the next following Calculation Date.

"**Termination Notice Time Span**" has the meaning given to it in Part B (general terms) of the applicable Issue Specific Terms.

"**Termination Period**" has the meaning given to it in Part B (general terms) of the applicable Issue Specific Terms.

Section 7
(Transferability, Security Holder)

(1) Transferability

Each German Security is transferable in accordance with applicable law and any rules and procedures for the time being of any Clearing System through whose books such German Security is transferred.

In the case of English Securities transfers of interests in a Global ICSD Registered Note will be effected by the relevant ICSD and (in turn) by direct and (if appropriate) indirect participants in such ICSD acting on behalf of transferors and transferees of such beneficial interests.

Transfers of Nordic Registered Securities and Euroclear Netherlands Registered Securities and Euroclear France Registered Securities may be effected only through the Clearing System(s) in which the Securities to be transferred are held. Title will pass in the case of (i) Euroclear Sweden Registered Securities, upon entry in the Euroclear Sweden Register and in accordance with the SFIA Act, (ii) VPS Registered Securities, upon entry in the VPS Register and in accordance with the VPS Rules, (iii) in the case of Euroclear Finland Registered Securities, upon entry in the Euroclear Finland Register and in accordance with the Finnish Regulations, (iv) in the case of Euroclear Netherlands Registered Securities, upon entry in the Euroclear Netherlands Register and in accordance with the Euroclear Netherlands Rules, and (v) in the case of Euroclear France Registered Securities, upon registration of the transfer in the accounts of Euroclear France Accountholders in accordance with the French Monetary and Financial Code and the Euroclear France Rules.

Any number of Securities may, subject to the foregoing provisions of this Section 7 (1), be transferred in one or more transaction in the Securities unless (a) the Securities are listed on a stock exchange and the rules of that stock exchange govern the number of Securities which may be transferred in a transaction in the Securities, in which case the applicable rules of that stock exchange, as amended from time to time, must be complied with, or (b) the applicable Issue Specific Terms specifies a "**Minimum Trading Number**", in which case the smallest number of Securities that may be transferred in a single transaction in the Securities shall be the Minimum Trading Number (and, if a "**Permitted Trading Multiple**" is also specified in the applicable Issue Specific Terms, the smallest number of Securities that may be transferred in a transaction in the Securities shall be the Minimum Trading Number, or, if more than the Minimum Trading Number of Securities is to be transferred in a transaction in the Securities, the Securities must be transferred in a number equal to the sum of the Minimum Trading Number plus an integral multiple of the Permitted Trading Multiple), or such other Minimum Trading Number or other Permitted Trading Multiple as the Issuer may from time to time notify the Security Holders in accordance with Section 11 of the General Conditions.

(2) Security Holder(a) *Global Bearer Note - German Securities*

In respect of Securities represented by a Global Bearer Note, if the Governing Law is specified in the Issue Specific Terms to be German Law, the terms "Security Holders" will, subject to Section 7(2)(c) of the General Conditions, be construed to mean those persons recognised as the legal owner of the Securities pursuant to German law.

(b) *Global ICSD Registered Note - English Securities*

In the case of English Securities represented by a Global ICSD Registered Note, the term "Security Holder" will be construed to mean the person for the time being appearing in the books of any ICSD as the holder of a particular number or Nominal and/or Calculation Amount of such Securities (in which regard any certificate or document issued by the relevant ICSD as to the number or Nominal and/or Calculation Amount, as the case may be, of such Securities standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error or proven error) shall be treated by the Issuer, the Guarantor, the Calculation Agent, the Principal Programme Agent, each ICSD and all other persons dealing with such person as the holder thereof and as the person entitled to exercise the rights represented thereby for all purposes other than with respect to the payment of the Settlement Amount or any interest in respect of such number or Nominal and/or Calculation Amount, as the case may be, of such Securities, for which purpose the nominee for the common depositary in respect of the relevant Global ICSD Registered Note (the "**Common Nominee**") shall be treated by the Issuer, the Guarantor, the Calculation Agent, the Principal Programme Agent and all other persons dealing with such person as the holder of such number or Nominal and/or Calculation Amount, as the case may be, of such Securities in accordance with and subject to the terms of the relevant Global ICSD Registered Note and the expression "Security Holder" and related expressions shall be construed accordingly, notwithstanding any notice to the contrary, except that (i) Euroclear shall not be treated as the Security Holder of any Security held in an account with Clearstream Luxembourg, on behalf of Euroclear Belgium's accountholders and (ii) Clearstream Luxembourg shall not be treated as the Security Holder of any Security held in an account with Euroclear on behalf of Clearstream Luxembourg's accountholders. The foregoing provisions of this Section 7(2)(b) shall be subject to Section 7(2)(c) of the General Conditions.

The Issuer will cause a register ("**ICSD Registered Note Register**") to be kept at the specified office of the Registrar outside the United Kingdom on which will be entered the name and address of the Common Nominee and, from time to time, any other holders of the Securities and the particulars of the Securities held by them.

(c) *Nordic Registered Securities and Euroclear Netherlands Registered Securities and Euroclear France Registered Securities:*

Notwithstanding the foregoing provisions of Section 7(2)(a) and Section 7(2)(b) of the General Conditions, in respect of any German Securities and English Securities which, in addition, constitute:

- (i) Euroclear Sweden Registered Securities, the person for the time being shown in the Euroclear Sweden Register shall be treated for all purposes by the Issuer, the Principal Programme Agent, the Swedish Paying Agent, any Agents, Euroclear Sweden and all other persons dealing with such person as the holder thereof (a "**Euroclear Sweden Security Holder**") and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary;
- (ii) VPS Registered Securities, the person for the time being shown in the VPS Register shall, in accordance with the VPS Rules, be treated for all purposes by the Issuer, the Principal Programme Agent, the Norwegian Paying Agent, any Agents, VPS and all other persons dealing with such person as the holder thereof (a "**VPS Security Holder**") and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary;
- (iii) Euroclear Finland Registered Securities, the person for the time being shown in the Euroclear Finland Register shall be treated for all purposes by the Issuer, the Principal Programme Agent, the Finnish Paying Agent, any Agents, Euroclear Finland and all other persons dealing with such person as the holder thereof (an "**Euroclear Finland Security Holder**") and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary;
- (iv) Euroclear Netherlands Registered Securities, the person for the time being shown in the Euroclear Netherlands Register shall be treated for all purposes by the Issuer, the Principal Programme Agent, the Dutch Paying Agent, any Agents, Euroclear Netherlands and all other persons dealing with such person as the holder thereof (an "**Euroclear Netherlands Security Holder**") and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary; and
- (v) Euroclear France Registered Securities, the person for the time being shown in the books of the Euroclear France Accountholder shall be treated for all purposes by the Issuer, the Principal Programme Agent, the French Paying Agent, any Agents, Euroclear France and all other persons dealing with such person as the holder thereof (an "**Euroclear France Security Holder**") and as the person entitled to exercise the rights represented thereby notwithstanding any notice to the contrary.

Section 8 (Agents)

- (1) The "**Calculation Agent**", the "**Principal Programme Agent**", the "**Fiscal Agent**", the "**Registrar**", the "**Norwegian Paying Agent**", the "**Swedish Paying Agent**", the "**Finnish Paying Agent**", the "**Dutch Paying Agent**", the "**French Paying Agent**" and/or the "**Additional Agent(s)**" are set out in Part B (general terms) of the applicable Issue Specific Terms. The Issuer has the right at any time to replace the Calculation Agent, the Principal Programme Agent or any Agent with a different bank or, to the extent permitted

by law, by a financial services institution with registered seat in one of the member states of the European Union, to appoint one or several additional calculation agents or payment agents and to revoke their appointment. Any replacement, appointment and revocation of the Calculation Agent, the Principal Programme Agent or, as the case may be, any other Agent as aforesaid will be announced in accordance with Section 11 of the General Conditions.

- (2) Each of the Calculation Agent, the Principal Programme Agent and any other Agent(s) have the right at all times to resign from their office as Calculation Agent, Principal Programme Agent or, as the case may be, Agent. The resignation becomes effective only upon appointment of a different bank or, to the extent permitted by law, a financial services institution with registered seat in one of the member states of the European Union as Calculation Agent, the Principal Programme Agent or Agent by the Issuer. Resignation and appointment are announced in accordance with Section 11 of the General Conditions.
- (3) The Calculation Agent, the Principal Programme Agent and any other Agent(s) act, in each case, solely as agents of the Issuer and do not assume any obligation or duty to, or any relationship of agency or trust for or with, the Security Holders. The Calculation Agent, the Principal Programme Agent and any other Agent shall be exempt from the restrictions of self-dealing.
- (4) None of the Issuer, the Calculation Agent, the Principal Programme Agent or any other Agent is required to verify the authorization of those persons exercising Securities.

Section 9 (Substitution of Issuer)

(1) *Substitution of Issuer for German Securities*

In respect of German Securities the following provisions apply:

The Issuer has the right at all times, without the consent of the Security Holders, to substitute a different company (the "**New Issuer**"), including the Guarantor, in the place of the Issuer in respect to all obligations from or in connection with the Securities, provided that:

- (a) the New Issuer assumes all obligations of the Issuer under or in connection with the Securities;
- (b) the New Issuer has committed itself to indemnify each Security Holder in respect to all taxes, charges, assessments, or fees of public authorities, which are imposed on it as a result of the replacement of the Issuer with the New Issuer;
- (c) the Issuer unconditionally and irrevocably guarantees all obligations of the New Issuer under the Securities for the benefit of the Security Holders and provided that the text of that guarantee is published in accordance with Section 11 of the General Conditions;

- (d) all measures, conditions, and steps that have to be initiated, fulfilled, and carried out (including obtaining necessary consents), in order to ensure that the Securities constitute lawful, effective, and binding obligations of the New Issuer, have been initiated, fulfilled, and carried out and the Securities are legally valid and effective without restrictions; and
- (e) the Guarantor (unless it is the New Issuer itself) unconditionally guarantees the obligations of the New Issuer under the Securities.

(2) Substitution of Issuer for English Securities

In respect of English Securities the following provisions apply:

The Issuer is entitled at any time, without the consent of the Security Holders, to substitute the Issuer with another company (the "**New Issuer**"), including the Guarantor, in respect of all its obligations under or in relation to any Series of Securities, provided that:

- (a) the New Issuer assumes, by means of a deed poll substantially in the form provided for in the Programme Agreement, all obligations of the Issuer arising from or in connection with the relevant Series of Securities (the "**Assumption**");
- (b) the Assumption does not have any adverse legal and tax consequences for Security Holders of the relevant Series of Securities;
- (c) the New Issuer provides an indemnity in favour of the Security Holders of the relevant Series of Securities in relation to any additional Taxes that become payable solely as a result of the substitution of the Issuer for the New Issuer;
- (d) the New Issuer has obtained all necessary approvals from any regulatory authorities in order that the New Issuer can fulfil all obligations arising from or in connection with the relevant Series of Securities; and
- (e) the Guarantor (except in the case where it is the New Issuer itself) unconditionally guarantees the fulfilment of the obligations of the New Issuer in respect of the relevant Series of Securities.

(3) References to Issuer

In the event that the Issuer is replaced by the New Issuer, any reference to the Issuer in the Conditions shall then be considered as a reference to the New Issuer.

(4) Publication and consequences of Substitution

The substitution of the Issuer shall be announced in accordance with Section 11 of the General Conditions. After the substitution has been effected in accordance with the relevant provisions of this Section, the New Issuer shall replace the Issuer in all respects and the Issuer shall be released from all obligations under and in respect of the Securities, subject to Section 9(1)(c) of the General Conditions.

Section 10
(Further Issuances of Securities, Purchase of Securities, Cancellation)

(1) Further Issuances of Securities

The Issuer may from time to time, without the consent of the Security Holders, create and issue further Securities having the same terms and conditions as the Securities (except for, in certain cases, the Issue Date, the Issue Size and the Settlement Date) and reference to "Securities" shall be construed accordingly.

(2) Purchases of Securities

The Issuer and the Guarantor and any of their respective subsidiaries may at any time purchase Securities at any price in the open market or otherwise. Such Securities may be held, reissued, resold or cancelled, all at the discretion of the Issuer.

(3) Cancellation

All Securities exercised or, as the case may be, redeemed in full shall be cancelled forthwith and may not be reissued or resold. Securities repurchased as aforesaid may, at the discretion of the Issuer in accordance with paragraph (2) of this Section, be cancelled.

Section 11
(Notices)

(1) Publication

Publications concerning the Securities will, subject to paragraph (2) and (6) of this Section, be made on the "**Website**" set out in the applicable Issue Specific Terms (or on any other website on which the Issuer elects to publish announcements having given prior notice of at least six weeks in accordance with the provisions of these Conditions). To the extent that required by law, or exchange regulations or if the Issuer otherwise considers it practical and helpful to Security Holders, announcements will be made, subject to paragraph (2) and (6) of this Section, in addition in a newspaper of general circulation in the Offer States. Any such announcement will be deemed to have been made on the date of first publication of such announcement.

(2) Notice via Clearing System

The Issuer has, in respect of any Securities (which are not represented by a Global ICSD Registered Note), the right, in addition to the publication of a notice pursuant to paragraph (1) of this Section to deliver a notice to the relevant Clearing System for communication by the Clearing System to the Security Holders. Even if the notice is communicated by the relevant Clearing System the first publication pursuant to paragraph (1) sentence 3 remains decisive for the time of effectiveness of the notice.

The Issuer has the right in respect of any English Securities represented by a Global ICSD Registered Note, in lieu of the publication of a notice pursuant to paragraph (1) of this Section, to deliver to the ICSDs a notice for communication to the Security Holders

in accordance with the customary rules of the ICSDs. Any such notice shall be deemed to have been given to the holders of beneficial interests in the Global ICSD Registered Note on the day immediately following the day on which such notice was given to the ICSDs.

(3) Luxembourg Stock Exchange Publication

If and for so long as any Securities are listed on the official list of the Luxembourg Stock Exchange and the rules of the exchange so require, notices to the relevant Security Holders will be published, in addition to the requirements of paragraph (1) and (2) of this Section, on the Luxembourg Stock Exchange's website, www.luxse.com.

(4) London Stock Exchange Publication

In relation to Securities admitted to the official list of the Financial Services Authority and to trading on the London Stock Exchange's Regulated Market, all notices to Security Holders will be valid if published in one daily newspaper of general circulation in the United Kingdom (expected to be the Financial Times).

(5) Italian Stock Exchange Publication

If and for so long as the Securities are listed on the Italian Stock Exchange and the rules of the exchange so require, notices to the Security Holders will be published on the Italian Stock Exchange's website, www.borsaitaliana.it.

(6) Nordic Registered Securities

With respect to Nordic Registered Securities, the Issuer shall, in respect of this Section 11 only, only comply with the following obligations set out in this paragraph 6 of this Section:

In respect of Euroclear Sweden Registered Securities, the Issuer may either publish information and notices in at least one Swedish daily newspaper with nationwide coverage in the Kingdom of Sweden or send such information and notices to the Swedish Paying Agent who (at the expense of the Issuer) will, as soon as reasonably possible, publish the information and notices in at least one Swedish daily newspaper with nationwide coverage in the Kingdom of Sweden. Notwithstanding any confidentiality obligations, the Issuer shall be entitled to obtain information (including information on Euroclear Sweden Security Holders) from the Euroclear Sweden Register, and Euroclear Sweden shall be entitled to provide such information to the Issuer and to the Swedish Paying Agent, respectively.

In respect of VPS Registered Securities, the Issuer may either publish information and notices in at least one Norwegian daily newspaper with nationwide coverage in the Kingdom of Norway or send such information and notices to the Norwegian Paying Agent who (at the expense of the Issuer) will, as soon as reasonably possible, publish the information and notices in at least one Norwegian daily newspaper with nationwide coverage in the Kingdom of Norway. Notwithstanding any confidentiality obligations, the Issuer shall be entitled to obtain information (including information on VPS Security

Holders) from the VPS Register, and VPS shall be entitled to provide such information to the Issuer and to the Norwegian Paying Agent, respectively.

In respect of Euroclear Finland Registered Securities, the Issuer may either publish information and notices in at least one Finnish daily newspaper with nationwide coverage in the Republic of Finland or send such information and notices to the Finnish Paying Agent who (at the expense of the Issuer) will as soon as reasonably possible, publish the information and notices in at least one Finnish daily newspaper with nationwide coverage in the Republic of Finland. Notwithstanding any confidentiality obligations, the Issuer shall be entitled to obtain information (including information on Euroclear Finland Security Holders) from the Euroclear Finland Register, and Euroclear Finland shall be entitled to provide such information to the Issuer and to the Finnish Paying Agent, respectively.

Section 12 (Modifications)

(1) *Modifications in the case of German Securities*

In respect of German Securities the following provisions apply:

- (a) The Issuer has the right and, if the correction is advantageous for the Security Holder, the obligation after becoming aware thereof to correct obvious spelling and calculation errors in the Issue Specific Terms without the consent of the Security Holders regarding the determination of the Settlement Amount. An error is obvious if it is recognisable to an investor with knowledge of the applicable type of Securities, particularly taking into account the Issue Price and the other factors that determine the value of the Security. In order to determine the obviousness and the applicable understanding of a knowledgeable investor, the Issuer may involve an expert. Corrections to the Issue Specific Terms are published in accordance with Section 11 of the General Conditions.
- (b) The Issuer has the right to modify any contradictory provisions in the Conditions without the consent of the Security Holders. The modification may only serve to clarify the contradiction and not effect any other changes to the Conditions. The Issuer furthermore has the right to supplement incomplete provisions in the Conditions without the consent of the Security Holders. The supplement may serve only to complete the provision and may not effect any other changes to the Conditions. Modifications pursuant to sentence 1 and supplements pursuant to sentence 3 are permitted only if they are reasonable for the Security Holder taking into account the economic purpose of the Conditions, particularly if they do not have a material adverse effect on the interests of the Security Holders. Modifications or supplements to the Conditions are published in accordance with Section 11 of the General Conditions.
- (c) In the case of a correction pursuant to sub-paragraph (a) or modification or supplement pursuant to sub-paragraph (b), the Security Holder may terminate the

Securities within four weeks after the notification of the correction or modification or supplement with immediate effect by written notice of termination to the Principal Programme Agent, if as a consequence of the correction or modification or supplement, the content or scope of the Issuer's performance obligations changes in a manner that is not foreseeable to the Security Holder and detrimental to it. The Issuer will inform the Security Holder in the notification pursuant to sub-paragraph (a) or sub-paragraph (b) regarding the possible termination right including the election right of the Security Holder regarding the Termination Amount. The termination date for the purposes of this sub-paragraph (c) (the "**Correction Termination Date**") is the date on which the Principal Programme Agent receives the termination notice. An effective exercise of the termination by the Security Holder requires receipt of a duly executed termination statement containing the following information: (i) name of the Security Holder, (ii) designation and number of Securities to be terminated, and (iii) designation of a suitable bank account to which the Termination Amount is to be credited.

- (d) To the extent that a correction pursuant to sub-paragraph (a) or modification or supplement pursuant to sub-paragraph (b) is not possible, both the Issuer and each Security Holder may terminate the Securities, if the preconditions for rescission in accordance with Sections 119 *et seq.* German Civil Code (BGB) exist vis-à-vis the respective Security Holders or vis-à-vis the Issuer. The Issuer may terminate all but not some only of the Securities by notification in accordance with Section 11 of the General Conditions to the Security Holders; the termination must contain information about the Security Holder's election right regarding the Termination Amount. The Security Holder may terminate the Securities vis-à-vis the Issuer by delivery to the Principal Programme Agent of its termination notice; regarding the content of the termination notice, the rule in paragraph (3) sentence 4 applies. The termination by a Security Holder does not have any effect vis-à-vis the other Security Holders. The Termination Date for purposes of this sub-paragraph (d) (the "**Error Termination Date**") is, in the case of a termination by the Issuer, the date on which the notification is given or, in the case of a termination by the Security Holder, the date on which the Principal Programme Agent receives the termination notice. The termination must occur without undue delay once the party entitled to terminate has become aware of the reason for termination.
- (e) In the case of an effective termination pursuant to sub-paragraph (c) or sub-paragraph (d), the Issuer will pay a Termination Amount to the Security Holders. The Termination Amount equals either (i) the most recently determined market price of a Security (as defined below) determined by the Calculation Agent or (ii) upon request of the Security Holder, the purchase price paid by the Security Holder when acquiring the Security, if the Security Holder produces evidence thereof to the Principal Programme Agent. If the Securities are listed, the Market Price (the "**Market Price**") of the Securities corresponds to the arithmetic mean of the cash settlement prices (*Kassakurse*), which were published on the three (3) Business Days immediately preceding the Correction Termination Date or the Error Termination Date (each a "**Termination Date**") at the "**Securities**

Exchange" set out in the applicable Issue Specific Terms. If any of these Business Days is a Disrupted Day pursuant to the Underlying Specific Provisions, the cash settlement price on that day is not taken into account when determining the arithmetic mean. If no cash settlement prices were published on all three (3) Business Days or all of those days are Disrupted Days pursuant to the Underlying Specific Provisions, the Market Price corresponds to an amount, which is determined by the Calculation Agent in its reasonable discretion taking into account the market conditions existing on the Business Day immediately prior to the Termination Date. If the Securities are not listed, the Market Price (the "**Market Price**") of the Securities corresponds to an amount, which is determined by the Calculation Agent in its reasonable discretion taking into account the market conditions existing on the Business Day immediately prior to the Correction Termination Date or the Error Termination Date (each a "**Termination Date**"). In relation to Italian Listed Securities (to the extent required by the relevant regulated market and/or multilateral trading facility), the Termination Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements, as determined by the Calculation Agent. The Issuer will transfer the Termination Amount within three (3) Business Days after the Termination Date to the Clearing System for credit to the accounts of the depositors of the Securities or in the case of a termination by the Security Holder to the account stated in the termination notice. If the Security Holder requests repayment of the purchase price after the Termination Date, the balance (the amount by which the purchase price exceeds the Market Price) is transferred thereafter. The requirements of Section 3 of the General Conditions concerning the payment terms apply accordingly. On payment of the Termination Amount, all rights of the Security Holders arising from the terminated Securities cease to have effect. This does not affect any claims by the Security Holder for compensation of any negative interest pursuant to Section 122 paragraph 1 BGB, unless these claims are excluded due to the Security Holder's knowledge or grossly negligent ignorance of the reason for termination in accordance with Section 122 paragraph 2 BGB.

(2) Modifications in the case of English Securities

In respect of English Securities the following provisions apply:

(a) *Modifications*

In the case of English Securities, the Programme Agreement, the Agency Agreement, the Deed of Covenant and the Conditions may be amended by the Issuer with the approval of the Calculation Agent but without the consent of the Security Holders if, in the reasonable opinion of the Issuer and the Calculation Agent, the amendment (i) is of a formal, minor or technical nature, (ii) is made to correct a manifest or proven error or omission, or (iii) will not materially and adversely affect the interests of the Security Holders of the relevant Series as a class.

(b) *Meetings of Security Holders*

The Programme Agreement and the Agency Agreement contain provisions for convening meetings of Security Holders to consider matters relating to the relevant Securities, including the modification of any provision of the General Conditions relating to a Series of Securities with the consent of the Issuer. Only Security Holders of outstanding Securities of the applicable Series (as defined in the Programme Agreement or, as the case may be, the Agency Agreement) will be eligible to participate in a meeting of Security Holders of that Series. Such a meeting shall be convened by the Issuer upon the request in writing of the relevant Security Holders holding not less than one-tenth of the aggregate principal amount of the outstanding Securities of that Series. The quorum at any meeting convened to vote on a resolution will be one or more persons holding or representing more than half of the aggregate principal amount of the outstanding Securities of that Series or, at any adjourned meeting, one or more persons holding or representing not less than one quarter of the aggregate principal amount of the outstanding Securities of the relevant Series. Any resolution duly passed at any such meeting shall be binding on all the Security Holders of the applicable Series, whether present or not.

(c) *Written resolution*

A resolution in writing signed or electronically approved using the systems and procedures in place from time to time of an ICSD by or on behalf of all Security Holders of a relevant Series who for the time being are entitled to receive notice of a meeting of Security Holders of the relevant Series will take effect as if it were a resolution passed at a meeting of such Security Holders of the relevant Series. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Security Holders of the relevant Series or may be in the form of SWIFT or other electronic instructions as permitted by the rules and procedures of the relevant ICSD.

Section 13**(Governing Law, Place of Jurisdiction, Process Agent)**(1) *Securities governed by German law*

The form and content of German Securities and all rights and obligations set out in the Conditions, and any related non-contractual obligations, will, subject to Section 13 (3) of the General Conditions, be governed by, and construed in every respect in accordance with the laws of Germany.

Frankfurt am Main shall be the place of performance of the German Securities. Frankfurt am Main will, in addition, be the place of jurisdiction for all lawsuits or other proceedings from or in connection with the German Securities for merchants, legal persons under public law, or special assets (*Sondervermögen*) under public law, and person without a

general place of jurisdiction in Germany. In the aforementioned cases, Frankfurt am Main is the exclusive place of jurisdiction for all lawsuits against the Issuer.

(2) Securities governed by English law

English Securities and any non-contractual obligations arising out of or in connection with the English Securities are, subject to Section 13 (3) of the General Conditions, governed by, and shall be construed in accordance with, English law.

No person shall have any right to enforce any term or condition of the English Securities 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.

The courts of England are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the English Securities (including a dispute relating to any non-contractual obligations arising out of or in connection with the English Securities).

(3) Nordic Registered Securities, Euroclear Netherlands Registered Securities and Euroclear France Registered Securities

Notwithstanding the foregoing provisions of Section 13 (1) and Section 13 (2) of the General Conditions, the following provisions shall apply to German Securities and English Securities which also constitute Nordic Registered Securities or Euroclear Netherlands Registered Securities:

- (a) in the case of Euroclear Finland Registered Securities, Finnish law and jurisdiction will be applicable with regard to the registration of such Securities in Euroclear Finland;
- (b) in the case of Euroclear Sweden Registered Securities, Swedish law and jurisdiction will be applicable with regard to the registration of Securities in Euroclear Sweden;
- (c) in the case of VPS Registered Securities, Norwegian law and jurisdiction will be applicable with regard to the registration of Securities in VPS;
- (d) in the case of Euroclear Netherlands Registered Securities, Dutch law and jurisdiction will be applicable with regard to the registration of Securities in Euroclear Netherlands; and
- (e) in the case of Euroclear France Registered Securities, French law and jurisdiction will be applicable with regard to the registration of Securities in Euroclear France.

(4) Guarantee

The Guarantee shall be governed by and construed in accordance with the laws of Germany.

(5) Process Agent

Goldman Sachs Finance Corp International Ltd ("**GSFCI**") and The Goldman Sachs Group, Inc. ("**GSG**") appoint Goldman Sachs Bank Europe SE, Marienturm, Taunusanlage 9-10, 60329 Frankfurt am Main, Germany as its agent in Germany to receive, for it and on its behalf, service of process in any proceedings in Germany. Such service shall be deemed completed on delivery to the relevant process agent (whether or not, it is forwarded to and received by GSFCI or GSG). If for any reason the relevant process agent ceases to be able to act as such or no longer has an address in Germany, GSFCI and GSG irrevocably agree to appoint a substitute process agent and shall immediately notify Security Holders of such appointment in accordance with Section 11 of the General Conditions (*Notices*). Nothing shall affect the right to serve process in any manner permitted by law.

Section 14
(Severability)

If any of the provisions of the Conditions is or becomes invalid or unenforceable in whole or in part, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. By purchasing any Securities, each Security Holder will be deemed to have agreed, in the circumstances referred to in this Section 14, to attempt to substitute, in accordance with Section 12 of the General Conditions, for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

Section 15
(Prescription)

Claims against the Issuer or, as the case may be, the Guarantor for payment or delivery in respect of the English Securities shall be prescribed and become void unless made within five years from the Settlement Date and no claims shall be made after such date.

In the case of German Securities the period of presentation pursuant to § 801 section 1 sentence 1 of the German Civil Code ("**BGB**") is reduced to ten years. Any claim to receive payments under the German Securities, which has been presented within the period of presentation, will become time-barred after a period of two years starting at the end of the relevant period for presentation and four years in relation to the payment of coupon amounts starting at the end of the relevant period for presentation.

Annex to the General Conditions – Underlying Specific Provisions

The Underlying Specific Provisions contain additional provisions in relation to the respective underlying set out in this Annex to the General Conditions. The Issue Specific Terms will specify which Underlying Specific Provisions apply to the respective Series of Securities. In relation to Italian Listed Securities (to the extent required by the rules of the relevant regulated market or multilateral trading facility), reference (if any) to "discretion" or "sole discretion" or "absolute discretion" shall be replaced by reference to "reasonable discretion as defined under Section 315 or Section 317 respectively of the German Civil Code (BGB)" and any determination by the Calculation Agent (or any other Agent(s)) shall be done with "reasonable discretion as defined under Section 315 or Section 317 respectively of the German Civil Code (BGB)".

Annex to General Conditions - Share Linked Provisions

Adjustment, Modification and Disruption Provisions for Share Linked Securities

- 1. Consequences of Non-Scheduled Trading Days, Non-Common Scheduled Trading Days or Disrupted Days**
 - 1.1 Single Share and Reference Dates
 - 1.2 Single Share and Averaging Reference Dates
 - 1.3 Share Basket and Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day
 - 1.4 Share Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day
 - 1.5 Share Basket and Reference Dates – Common Scheduled Trading Day but Individual Disrupted Day
 - 1.6 Share Basket and Reference Dates – Common Scheduled Trading Day and Common Disrupted Day
- 2. Fallback Valuation Date**
- 3. Adjustments**
 - 3.1 Occurrence of a Potential Adjustment Event or adjustment to options on a Related Exchange
 - 3.2 Occurrence of an Extraordinary Event
 - 3.3 Occurrence of an Additional Disruption Event
 - 3.4 Early Redemption
- 4. Correction of Underlying Price**
- 5. Depositary Receipts Provisions**
 - 5.1 Application of Depositary Receipts Provisions
 - 5.2 Termination of Deposit Agreement
- 6. Dividend Amounts**
- 7. Delisting, Discontinuance or Modification of a Share that is a share of an Exchange Traded Fund**
- 8. Definitions**

1. Consequences of Non-Scheduled Trading Days, Non-Common Scheduled Trading Days or Disrupted Days

1.1 Single Share and Reference Dates

Where the Share Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a single Share, and if the Calculation Agent determines that any Scheduled Reference Date in respect of such Share is not a Scheduled Trading Day or is a Disrupted Day, then the Reference Date for such Share shall be the first succeeding Scheduled Trading Day that the Calculation Agent determines is not a Disrupted Day in respect of such Share, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption in respect of such Share immediately following such Scheduled Reference Date is a Disrupted Day for such Share. In that case:

- (a) the last consecutive Scheduled Trading Day shall be deemed to be the Reference Date for such Share, notwithstanding the fact that such day is a Disrupted Day for such Share; and
- (b) the Calculation Agent shall, in its reasonable discretion, determine the value for such Share on that last consecutive Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent pursuant to this paragraph (b) shall be deemed to be the Underlying Price in respect of the relevant Reference Date, provided that:
- (c) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for the relevant Share shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Trading Day or is a Disrupted Day for such Share, and the Calculation Agent shall, in its reasonable discretion, determine the value for such Share on that Reference Date, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date.

1.2 Single Share and Averaging Reference Dates

Where the Share Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms relate to a single Share, and, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of such Share is not a Scheduled Trading Day or is a Disrupted Day and, if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is:

- (a) "**Omission**", then such Scheduled Averaging Reference Date will be deemed not to be a relevant Averaging Reference Date, provided that, if through the operation of this provision there would not be any Averaging Reference Dates, then the Averaging Reference Date for such Share shall be the first succeeding Scheduled Trading Day

following the final Scheduled Averaging Reference Date that the Calculation Agent determines is not a Disrupted Day in respect of such Share, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption in respect of such Share immediately following such final Scheduled Averaging Reference Date is a Disrupted Day for such Share. In that case:

- (i) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Share, notwithstanding the fact that such day is a Disrupted Day for such Share; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the value for such Share on that Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date;
- (b) **"Postponement"**, then the relevant Averaging Reference Date for such Share shall be the first succeeding Scheduled Trading Day following such Scheduled Averaging Reference Date that the Calculation Agent determines is not a Disrupted Day for such Share, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption in respect of such Share immediately following such Scheduled Averaging Reference Date is a Disrupted Day for such Share. In that case:
- (i) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Share, notwithstanding the fact that such day is a Disrupted Day for such Share; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the value for such Share on that Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date. For the avoidance of doubt, an Averaging Reference Date determined in accordance with this Share Linked Provision 1.2 in respect of a Scheduled Averaging Reference Date may fall on the same day that another Averaging Reference Date in respect of another Scheduled Averaging Reference Date falls, whether or not such latter Averaging Reference Date was also determined in accordance with this Share Linked Provision 1.2;
- (c) **"Modified Postponement"**, then the relevant Averaging Reference Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the

relevant Valuation Time on the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Averaging Reference Date that, but for the occurrence of another Averaging Reference Date or a Disrupted Day for such Share, would have been the relevant Averaging Reference Date, then:

- (i) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Share, notwithstanding the fact that such day is already an Averaging Reference Date or is a Disrupted Day for such Share; and
- (ii) the Calculation Agent shall, in its reasonable discretion, determine the value for such Share on that Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date),

provided that,

- (d) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Averaging Reference Date for the relevant Share shall be the Scheduled Averaging Reference Date, notwithstanding the fact that such Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day for such Share, and the Calculation Agent shall, in its reasonable discretion, determine the value for such Share on that Averaging Reference Date, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date); and
- (e) if the Calculation Agent determines that any Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day in respect of such Share and, Part B (general terms) of the applicable Issue Specific Terms do not specify the consequence, then "**Postponement**" will apply.

1.3 **Share Basket and Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day**

Where the Share Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Share Basket and such Issue Specific Terms specify that "**Basket Valuation (Individual Scheduled Trading Day and Individual Disrupted Day)**" applies, and if the Calculation Agent determines that any Scheduled Reference Date is not a Scheduled Trading Day or is a Disrupted Day for any Basket Share, then:

- (a) if the Calculation Agent determines that such Scheduled Reference Date for any other Basket Share is a Scheduled Trading Day that is not a Disrupted Day, then the Reference Date for such Basket Share shall be such Scheduled Reference Date;

- (b) if the Calculation Agent determines that such Scheduled Reference Date is not a Scheduled Trading Day or is a Disrupted Day for a Basket Share, then the Reference Date for such Basket Share shall be the first succeeding Scheduled Trading Day which the Calculation Agent determines is not a Disrupted Day for such Basket Share, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Reference Date is a Disrupted Day for such Basket Share. In that case:
- (i) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Reference Date shall be deemed to be the Reference Date for such Basket Share, notwithstanding the fact that such day is a Disrupted Day for such Basket Share; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the value for such Share on that Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Underlying Price in respect of such Reference Date,

provided that:

- (c) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Share shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Trading Day or is a Disrupted Day for any Basket Share, and the Calculation Agent shall, in its reasonable discretion, determine the value for such Basket Share on that Reference Date, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date.

1.4 **Share Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day**

Where the Share Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Share Basket and such Issue Specific Terms specify that "**Basket Valuation (Individual Scheduled Trading Day and Individual Disrupted Day)**" applies, and, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of any Basket Share is not a Scheduled Trading Day or is a Disrupted Day for such Basket Share and:

- (a) if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is "**Omission**", such Scheduled Averaging Reference Date will be deemed not to be a relevant Averaging Reference Date for each Basket Share, provided that, if through the operation of this provision there would not be any Averaging Reference

Dates, then the sole Averaging Reference Date for each Basket Share shall be determined by reference to the final Scheduled Averaging Reference Date as follows:

- (i) for each Basket Share for which the Calculation Agent determines that such final Scheduled Averaging Reference Date is a Scheduled Trading Day that is not a Disrupted Day, the Averaging Reference Date for such Basket Share shall be such final Scheduled Averaging Reference Date; and
 - (ii) for each Basket Share for which the Calculation Agent determines that such final Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day, then the Averaging Reference Date for such Basket Share shall be the first succeeding Scheduled Trading Day following such final Scheduled Averaging Reference Date that the Calculation Agent determines is not a Disrupted Day in respect of such Basket Share, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption in respect of such Basket Share immediately following such final Scheduled Averaging Reference Date is a Disrupted Day for such Basket Share. In that case:
 - (A) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Basket Share, notwithstanding the fact that such day is a Disrupted Day for such Basket Share; and
 - (B) the Calculation Agent shall, in its reasonable discretion, determine the value for such Basket Share on that Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date;
- (b) if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is "**Postponement**", then:
- (i) for each Basket Share for which the Calculation Agent determines that such Scheduled Averaging Reference Date is a Scheduled Trading Day that is not a Disrupted Day, the Averaging Reference Date for such Basket Share shall be such Scheduled Averaging Reference Date; and
 - (ii) for each Basket Share for which the Calculation Agent determines that such Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day, then the Averaging Reference Date for such Basket Share shall be the first succeeding Scheduled Trading Day following such Scheduled Averaging Reference Date that the Calculation Agent determines is not a Disrupted Day in respect of such Basket Share, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days

of Disruption in respect of such Share immediately following such Scheduled Averaging Reference Date is a Disrupted Day for such Basket Share. In that case:

- (A) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Basket Share, notwithstanding the fact that such day is a Disrupted Day for such Basket Share; and
 - (B) the Calculation Agent shall, in its reasonable discretion, determine the value for such Basket Share on that Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date. For the avoidance of doubt, an Averaging Reference Date determined in accordance with this Share Linked Provision 1.4 in respect of a Scheduled Averaging Reference Date may fall on the same day that another Averaging Reference Date in respect of another Scheduled Averaging Reference Date falls, whether or not such latter Averaging Reference Date was also determined in accordance with this Share Linked Provision 1.4;
- (c) if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is "**Modified Postponement**", then:
- (i) for each Basket Share for which the Calculation Agent determines that such Scheduled Averaging Reference Date is a Scheduled Trading Day that is not a Disrupted Day, the Averaging Reference Date for such Basket Share shall be such Scheduled Averaging Reference Date; and
 - (ii) for each Basket Share for which the Calculation Agent determines that such Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day, the relevant Averaging Reference Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the relevant Valuation Time on the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Averaging Reference Date that, but for the occurrence of another Averaging Reference Date or a Disrupted Day for such Basket Share, would have been the relevant Averaging Reference Date, then:
 - (A) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Basket Share, notwithstanding the fact that such day is already an Averaging Reference Date or is a Disrupted Day for such Basket Share; and

- (B) the Calculation Agent shall, in its reasonable discretion, determine the value for such Basket Share on that Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date,

provided that:

- (d) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Averaging Reference Date for each Basket Share shall be the Scheduled Averaging Reference Date, notwithstanding the fact that such Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day for any Basket Share, and the Calculation Agent shall, in its reasonable discretion, determine the value for each Basket Share on each Averaging Reference Date, taking into account any relevant market conditions at the time of such determination (and such determination by the Calculation Agent pursuant to this paragraph (d) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date); and
- (e) if the Calculation Agent determines that any Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day in respect of any Basket Share, and Part B (general terms) of the applicable Issue Specific Terms do not specify the consequence, then "**Postponement**" will apply.

1.5 **Share Basket and Reference Dates – Common Scheduled Trading Day but Individual Disrupted Day**

Where the Share Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Share Basket and such Issue Specific Terms specify that "**Basket Valuation (Common Scheduled Trading Day but Individual Disrupted Day)**" applies, the following provisions shall apply:

- (a) if the Calculation Agent determines that any Scheduled Reference Date is a Common Scheduled Trading Day that is not a Disrupted Day for each Basket Share, then the Reference Date for each Basket Share shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines that any Scheduled Reference Date is not a Common Scheduled Trading Day, the Reference Date for each Basket Share shall be the first succeeding Common Scheduled Trading Day following such Scheduled Reference Date;
- (c) if the Calculation Agent determines that either (I) any Scheduled Reference Date is a Common Scheduled Trading Day, but is a Disrupted Day for one or more Basket Shares, or (II) if paragraph (b) above applies, the relevant Common Scheduled Trading Day immediately following a Scheduled Reference Date is a Disrupted Day for one or more Basket Shares, then, in respect of (I) and (II), the following provisions shall apply:

- (i) if the Calculation Agent determines that such Common Scheduled Trading Day is not a Disrupted Day for any Basket Share, then the Reference Date for such Basket Share shall be such Common Scheduled Trading Day;
- (ii) if the Calculation Agent determines that such Common Scheduled Trading Day is a Disrupted Day for a Basket Share, then the Reference Date for such Basket Share shall be the first succeeding Scheduled Trading Day which the Calculation Agent determines is not a Disrupted Day for such Basket Share, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Common Scheduled Trading Day is a Disrupted Day for such Basket Share. In that case:
 - (A) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Reference Date shall be deemed to be the Reference Date for such Basket Share, notwithstanding the fact that such day is a Disrupted Day for such Basket Share; and
 - (B) the Calculation Agent shall, in its reasonable discretion, determine the value for such Basket Share on that Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination, and such value as determined by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the Underlying Price for such Basket Share in respect of the relevant Reference Date,

provided that:

- (iii) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Share shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Common Scheduled Trading Day or is a Disrupted Day for any Basket Share, and the Calculation Agent shall, in its reasonable discretion, determine the value for such Basket Share on that Reference Date, taking into account any relevant market conditions at the time of such determination, and such determination by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date.

1.6 **Share Basket and Reference Dates – Common Scheduled Trading Day and Common Disrupted Day**

Where the Share Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Share Basket and such Issue Specific Terms specify that "**Basket Valuation (Common Scheduled Trading Day and Common Disrupted Day)**" applies, the following provisions shall apply:

- (a) if the Calculation Agent determines that any Scheduled Reference Date is a Common Scheduled Trading Day that is not a Disrupted Day for each Basket Share, then the Reference Date for each Basket Share shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines that any Scheduled Reference Date is not a Common Scheduled Trading Day or is a Disrupted Day for any Basket Share, then the Reference Date for each Basket Share shall be the first succeeding Common Scheduled Trading Day following such Scheduled Reference Date which the Calculation Agent determines is not a Disrupted Day for each Basket Share, unless the Calculation Agent determines that each of the consecutive Common Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Reference Date is a Disrupted Day for one or more Basket Shares. In that case:
 - (i) the Common Scheduled Trading Day which falls a number of Common Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Reference Date shall be deemed to be such Reference Date for each Basket Share, notwithstanding the fact that such day is a Disrupted Day for one or more Basket Shares, (such Basket Shares being "**Affected Basket Shares**" for such Reference Date, and each such Basket Share being an "**Affected Basket Share**" for such Reference Date);
 - (ii) for each Basket Share other than an Affected Basket Share, the relevant Underlying Price shall be determined by reference to the relevant screen pages by the Calculation Agent at the applicable Valuation Time on that Common Scheduled Trading Day; and
 - (iii) for each Affected Basket Share, the Calculation Agent shall, in its reasonable discretion, determine the value for such Affected Basket Share on that Common Scheduled Trading Day, taking into account any relevant market conditions at the time of such determination (and such determination by the Calculation Agent pursuant to this paragraph (iii) shall be deemed to be the Underlying Price of such Affected Basket Share in respect of such Reference Date),provided that:
- (c) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Share shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Trading Day or is a Disrupted Day for any Basket Share, and the Calculation Agent shall, in its reasonable discretion, determine the value for each Basket Share on that Reference Date, taking into account any relevant market conditions at the time of such determination (and such determination by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date).

2. Fallback Valuation Date

Notwithstanding any other terms of these Share Linked Provisions, if a Fallback Valuation Date is specified in the relevant Final Terms to be applicable to any Reference Date or Averaging Reference Date (any such date, a "**Relevant Date**") for a Share (including a Basket Share) (an "**Affected Share**"), and if, following adjustment of such Relevant Date pursuant to Share Linked Provision 1 (*Consequences of Non-Scheduled Trading Days, Non-Common Scheduled Trading Days or Disrupted Days*) above the Relevant Date would otherwise fall after the specified Fallback Valuation Date in respect of such Affected Share, then such Fallback Valuation Date shall be deemed to be such Relevant Date for such Affected Share. If such Fallback Valuation Date is not a Scheduled Trading Day or a Common Scheduled Trading Day, as applicable, or is a Disrupted Day in respect of such Affected Share, then the Calculation Agent shall, in its reasonable discretion, determine the value for that Affected Share on the Fallback Valuation Date, and such determination by the Calculation Agent pursuant to this Share Linked Provision 2 shall be deemed to be the Underlying Price in respect of the relevant Reference Date or Averaging Reference Date.

3. Adjustments

3.1 Occurrence of a Potential Adjustment Event or adjustment to options on a Related Exchange

Following the determination by the Calculation Agent that either (a) a Potential Adjustment Event has occurred or (b) any adjustment has been made to the exercise, settlement payment or any other terms of listed options or futures contracts of the relevant Shares traded on a Related Exchange or an Options Exchange, as applicable, the Calculation Agent will determine whether such Potential Adjustment Event or adjustment to the relevant terms of listed options or futures contracts on the relevant Shares traded on a Related Exchange or an Options Exchange, as applicable, has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (i) make the corresponding adjustment, if any, to any one or more of the terms of the Share Linked Securities, including without limitation, any variable or term relevant to the exercise, settlement or payment under such Share Linked Securities, as the Calculation Agent determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate, or liquidity relative to such Shares), and (ii) determine the effective date of that adjustment.

When making changes following the occurrence of a Potential Adjustment Event, 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 a Related Exchange or an Options Exchange to options or futures on the Shares traded on that Related Exchange or Options Exchange, as relevant.

If a Related Exchange or Options Exchange makes an adjustment to the effect that the relevant Share is replaced by a basket of shares (for example in the case of a share split), the Calculation Agent shall be entitled, but not obliged, instead of replacing the Underlying by a Share Basket, to adjust the Securities in such a way that (i) only the Share from the basket of shares shall

continue to be used as Underlying, which has the highest market capitalization within the basket of shares immediately after the occurrence of the Potential Adjustment Event (the "**Replacement Share**") and (ii) the remaining shares in the basket of shares are hypothetically sold at the first available price on the first business day following the occurrence of the Potential Adjustment Event and the proceeds are hypothetically reinvested in the Replacement Share immediately thereafter by making appropriate adjustments to the relevant variables and values or amounts payable under such securities. If the determination of the share with the highest market capitalization would result in an economically unsuitable adjustment, the Calculation Agent shall be entitled to select another share from the basket of shares as Replacement Share in accordance with the preceding sentence. The Calculation Agent shall decide whether this is the case at its reasonable discretion (Section 315 BGB).

If the Calculation Agent determines in its reasonable discretion that no adjustment it could make under this paragraph Share Linked Provision 3.1 would produce a commercially reasonable result, or that an adjustment is not possible, it may direct the Issuer to redeem the Share Linked Securities under Share Linked Provision 3.4 (*Early Redemption*) below.

3.2 Occurrence of an Extraordinary Event

If an Extraordinary Event occurs in relation to any Share, the consequences shall be as set out in paragraphs (a) to (d) below (provided that, if a Share is a share of an Exchange Traded Fund, Share Linked Condition 7 (*Delisting, Discontinuance or Modification of a Share that is a share of an Exchange Traded Fund*) shall apply in addition to the paragraphs (a) to (d) below):

- (a) the Calculation Agent may determine the appropriate adjustment, if any, to be made to any one or more of the terms of the Share Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under the Share Linked Securities, as the Calculation Agent determines appropriate to account for the Extraordinary Event and determine the effective date of that adjustment. The relevant adjustments may include, without limitation, adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Share Linked Securities. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of such Extraordinary Event made by any Options Exchange to options on the Shares traded on that Options Exchange; or
- (b) following each adjustment to the settlement terms of options on the Shares traded on any Options Exchange, the Calculation Agent will make the appropriate adjustment, if any, to any one or more of the terms of the Share Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under the Share Linked Securities, as the Calculation Agent determines appropriate, such adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of the terms of the Share Linked Securities, including without limitation, any variable or term relevant to the settlement or payment

under the Share Linked Securities, as the Calculation Agent determines appropriate, with reference to the rules of and precedents (if any) set by the Options Exchange to account for the Extraordinary Event that in the determination of the Calculation Agent would have given rise to an adjustment by the Options Exchange if such options were so traded; or

- (c) the Calculation Agent may direct the Issuer to redeem all, but not some only, of the Share Linked Securities under Share Linked Provision 3.4 (*Early Redemption*) below; or
- (d) if Part B (general terms) of the applicable Issue Specific Terms provide that "Share Substitution" is applicable upon the occurrence of an Extraordinary Event, then on or after the relevant Merger Date or Tender Offer Date or the date of the Delisting, Insolvency, Nationalisation, or where the Share is a share of an Exchange Traded Fund, an Extraordinary Fund Event, the Issuer shall require the Calculation Agent to adjust the Shares or Share Basket, as the case may be, to include shares selected by it (the "**Substitute Share(s)**") in place of the Shares (the "**Event Affected Share(s)**") which are affected by such Extraordinary Event, and such Substitute Share(s) and their issuer will be deemed to be the "**Share**" and a "**Share Issuer**" for the purposes of these Share Linked Provisions and Part B (general terms) of the applicable Issue Specific Terms, respectively, and the Calculation Agent may make such adjustment, if any, to any one or more of the terms of the Share Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under the Share Linked Securities, as the Calculation Agent determines appropriate. For the avoidance of doubt, such Substitute Shares may include Depository Receipts and/or shares of Exchange Traded Funds. In this regard:
 - (i) such substitution and the relevant adjustment to the terms of the Share Linked Securities will be deemed to be effective as of the date determined by the Calculation Agent (the "**Substitution Date**") which may, but need not, be the Merger Date or Tender Offer Date or the date of the Delisting, Insolvency or Nationalisation or, where the Event Affected Share is a share of an Exchange Traded Fund, as specified in Part B (general terms) of the applicable Issue Specific Terms, an Extraordinary Fund Event (as the case may be);
 - (ii) the weighting of each Substitute Share in the relevant Share Basket, if applicable, will be equal to the Share Weighting of the relevant Event Affected Share, unless otherwise determined by the Calculation Agent;
 - (iii) if a Merger Event or a Tender Offer occurs between two or more Shares of the relevant Share Basket, if applicable, Share Substitution will apply; and
 - (iv) in order to be selected as a Substitute Share, each relevant share (or a Depository Receipt or a share in an Exchange Traded Fund) must be a share which:
 - (A) is not already comprised in the Share Basket;
 - (B) belongs to a similar economic sector as the relevant Event Affected Share; and

- (C) is of comparable market capitalisation, international standing, and exposure as the relevant Event Affected Share,

in each case, as determined by the Calculation Agent, provided that if a Merger Event or Tender Offer has occurred in respect of the Event Affected Share, the Calculation Agent may determine the Substitute Share to be the shares of the relevant successor to the issuer of such Event Affected Shares following such Merger Event or Tender Offer as determined by the Calculation Agent acting in reasonable discretion.

If the Calculation Agent determines in its reasonable discretion that either (A) there is no suitable Substitute Share(s) in respect of an Event Affected Share(s), or (B) no substitution would produce a commercially reasonable result, or that an adjustment is not possible, it may direct the Issuer to redeem the Share Linked Securities under Share Linked Provision 3.4 (*Early Redemption*) below.

3.3 Occurrence of an Additional Disruption Event

If the Calculation Agent has determined, in its reasonable discretion, that any Additional Disruption Event specified as applicable in Part B (general terms) of the applicable Issue Specific Terms has occurred, it may direct the Issuer to redeem the Share Linked Securities under Share Linked Provision 3.4 (*Early Redemption*) below.

3.4 Early Redemption

If, following the occurrence of any of the relevant events listed in Share Linked Provisions 3.1, 3.2 or 3.3 (*Adjustments*) above, the Calculation Agent has directed the Issuer to redeem the Share Linked Securities, the Issuer shall, within one month following the occurrence of the relevant event, give notice to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions designating a termination date (the "**Termination Date**"). With effect to the Termination Date, the Issuer shall redeem all, but not some only, of the Share Linked Securities and it shall pay an amount equal to the Termination Amount to each Security Holder in respect of each Share Linked Security held by it. Payment of the Termination Amount will be due on the Settlement Date and be made in such manner as shall be notified to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions.

4. Correction of Underlying Price

If Part B (general terms) of the applicable Issue Specific Terms specify that "**Correction of Underlying Price**" shall be applicable for a relevant Share, then, in the event that any Underlying Price, published on the Exchange on any date and utilised for any calculation or determination, is subsequently corrected and the correction is published by the Exchange within one Settlement Cycle after the original publication, the Calculation Agent will determine the amount (if any) that is payable or deliverable as a result of that correction, and, to the extent necessary, will adjust any relevant terms of the Share Linked Securities to account for such correction, provided that, if a Correction Cut-off Date is applicable for a relevant Share for any relevant date, corrections published after such Correction Cut-off Date will be disregarded by the Calculation Agent for the purposes of determining or calculating any relevant amount, and/or whether any event specified in Part B (general terms) of the applicable Issue Specific Terms has occurred.

5. Depository Receipts Provisions

5.1 Application of Depository Receipts Provisions

In relation to any Share Linked Securities to which these Share Linked Provisions apply and for which Part B (general terms) of the applicable Issue Specific Terms specify that the "**Depository Receipts Provisions**" shall be applicable, (i) each reference in such Share Linked Provisions to "**Share**" and "**Shares**" shall be construed as a reference to "**Depository Receipt**" and "**Depository Receipts**" and (ii) the provisions of, and the terms and expressions defined in, this Share Linked Provision 5 shall apply:

- (a) The following terms shall have the following meanings in relation to Depository Receipts:
 - (i) "**Deposit Agreement**" means the agreement or other instrument constituting the Depository Receipts, as from time to time amended or supplemented in accordance with its terms;
 - (ii) "**Depository**" means the depository of the Depository Receipts appointed as such under the terms of the Deposit Agreement or any successor depository thereunder;
 - (iii) "**Depository Receipts**" means the depository receipts specified in Part B (general terms) of the applicable Issue Specific Terms;
 - (iv) "**Underlying Shares**" means such shares of the Underlying Share Issuer as specified in Part B (general terms) of the applicable Issue Specific Terms; and
 - (v) "**Underlying Share Issuer**" shall be as specified in Part B (general terms) of the applicable Issue Specific Terms.
- (b) The definitions of "**Nationalisation**", "**Insolvency**", "**Delisting**", "**Potential Adjustment Event**", "**Failure to Deliver**", "**Insolvency Filing**", "**Merger Event**", "**Tender Offer**", "**Market Disruption Event**", "**Exchange Disruption**", "**Trading Disruption**" and "**Early Closure**" shall, in each case, be construed in relation to a Share which is a Depository Receipt as if: (i) all references in the relevant definitions to a "Share Issuer" were deleted and replaced with "Depository and/or Underlying Share Issuer, as appropriate" and (ii) all references in that definition to a "Share" were deleted and replaced with "Depository Receipt and/or Underlying Share, as appropriate".
- (c) For the purposes of determining whether a market disruption has occurred and/or is continuing in respect of a Share which is a Depository Receipt, the definitions of "**Exchange**", "**Related Exchange**" and "**Valuation Time**" shall be construed in relation to the Depository Receipts as if: (i) all references in the relevant definition to a "Share Issuer" were deleted and replaced with "Depository and/or Underlying Share Issuer, as appropriate" and (ii) all references in that definition to a "Share" were deleted and replaced with "Depository Receipt and/or Underlying Share, as appropriate".
- (d) The definition of "**Potential Adjustment Event**" shall be amended in relation to the Depository Receipts only to include the following event: "the making of any amendment or supplement to the terms of the Deposit Agreement".

5.2 Termination of Deposit Agreement

If the Deposit Agreement is terminated, then on or after the date of such termination, references to Depositary Receipts shall be replaced by references to the Underlying Share and the Calculation Agent will adjust any relevant terms and will determine the effective date of such replacement and adjustments.

6. Dividend Amounts

If Part B (general terms) of the applicable Issue Specific Terms specify that the "**Dividend Amount Provisions**" shall be applicable for a relevant Share, then the relevant Dividend Amount for a Dividend Period shall be payable in respect of each Share Linked Security on the corresponding Dividend Payment Date for such Dividend Period.

7. Delisting, Discontinuance or Modification of a Share that is a share of an Exchange Traded Fund

- (a) Where the Share is a share of an Exchange Traded Fund, upon the occurrence of a Delisting in relation to such Share, the Calculation Agent may, in its reasonable discretion, either (a) make the determinations and take the actions specified in Share Linked Provision 3.2, or (b) substitute the Share for a share in another exchange traded fund (such exchange traded fund, a "**Successor Fund**") that the Calculation Agent determines, in its reasonable discretion, to be comparable to the delisted Share. If the Calculation Agent determines that no share in a Successor Fund is available, then the Calculation Agent will, in its reasonable discretion, determine the appropriate Underlying Prices of the relevant delisted Share in respect of any relevant Reference Dates or Averaging Reference Dates, as applicable, by a computation methodology that the Calculation Agent determines will as closely as reasonably possible replicate the delisted Share. If a share of a Successor Fund is selected, such share in that Successor Fund will be substituted for the delisted Share for all purposes of the Share Linked Securities and the Calculation Agent may determine in its reasonable discretion the appropriate date for the substitution of the delisted Share.
- (b) If at any time the index underlying the Exchange Traded Fund and/or the terms and conditions governing the assets, contracts and instruments invested in or held by the Exchange Traded Fund are changed in a material respect (as determined by the Calculation Agent), or if the Exchange Traded Fund in any other way is modified so that it does not, in the reasonable discretion of the Calculation Agent, fairly represent the net asset value of the Shares had those changes or modifications not been made, then, from and after that time, the Calculation Agent will make those calculations and adjustments in its reasonable discretion as judgment of the Calculation Agent, may be necessary in order to arrive at a price of an exchange traded fund comparable to the Exchange Traded Fund or the Successor Fund, as the case may be, as if those changes or modifications had not been made, and calculate the closing prices with reference to the Exchange Traded Fund or the Successor Fund, as adjusted. Accordingly, if the Exchange Traded Fund or a Successor Fund is modified in a way that the price of its shares is a fraction of what it

would have been if it had not been modified (for example, due to a split or a reverse split), then the Calculation Agent will adjust the price in order to arrive at a price of the Shares or shares of the Successor Fund as if it had not been modified (for example, as if the split or the reverse split had not occurred). The Calculation Agent also may determine that no adjustment is required by the modification of the method of calculation.

8. Definitions

The following terms and expressions shall have the following meanings in relation to Share Linked Securities to which these Share Linked Provisions apply:

"Acceptable Exchange" means, in respect of any relevant Shares: (a) where the Exchange is located in the European Union and the United Kingdom, each principal exchange, quotation system or execution facility on which Shares are traded in each jurisdiction within European Union, Switzerland and Norway, provided that the Calculation Agent has determined that there is reasonably comparable liquidity on that exchange, quotation system or execution facility relative to the liquidity that existed on the Exchange; or (b) where the Exchange is located in the United States, any of the New York Stock Exchange, NYSE Arca, NYSE Amex, NASDAQ Global Market or NASDAQ Global Select Market (or their respective successors); or (c) where the Exchange is located outside of the European Union or the United States, each principal exchange, quotation system or execution facility on which Shares are traded in the same jurisdiction as the Exchange, provided that the Calculation Agent has determined that there is reasonably comparable liquidity on that exchange, quotation system or execution facility relative to the liquidity that existed on the Exchange. For the avoidance of doubt, an Acceptable Exchange shall exclude any listing service for shares traded over the counter.

"Additional Disruption Events" means a Change in Law, a Failure to Deliver, a Hedging Disruption, an Illiquidity Event, an Increased Cost of Hedging and an Insolvency Filing (each an **"Additional Disruption Event"**) specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Affected Basket Share" and **"Affected Basket Shares"** have the meaning given thereto in Share Linked Provision 1.6 (*Share Basket and Reference Dates – Common Scheduled Trading Day and Common Disrupted Day*).

"Applicable Authority" means any applicable authority having power to tax in respect of any dividends (as determined by the Calculation Agent).

"Averaging Reference Date" means, if specified in Part B (general terms) of the applicable Issue Specific Terms, each Reference Date, in each case, subject to adjustment in accordance with these Share Linked Provisions.

"Basket Share" and **"Basket Shares"** means each Share which is a component of a Basket, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Calculation Date" means, unless otherwise specified in the applicable Issue Specific Terms: (a) in respect of Shares Linked Securities referencing a single Share, each Scheduled Trading Day which is not a Disrupted Day for that Share, (b) in respect of Shares Linked Securities

referencing a Share Basket, each Common Scheduled Trading Day that is not a Disrupted Day for that Share Basket.

"Calculation Hours" means, unless otherwise specified in the applicable Issue Specific Terms: (a) in respect of Share Linked Securities referencing a single Share, an intra-day period of time on a Calculation Date from the opening of the relevant Exchange until its Scheduled Closing Time, (b) in respect of Share Linked Securities referencing a Share Basket, an intra-day period of time on a Calculation Date from the opening time of the last Exchange to open until the Scheduled Closing Time of the first Exchange to close.

"Change in Law" means that on or after the Issue Date, due to (i) the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that the Issuer and/or any of its affiliates will incur a materially increased cost in performing its obligations under the Share Linked Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Common Scheduled Trading Day" means, in respect of a Share Basket, each day which is a Scheduled Trading Day for each Basket Share in such Share Basket.

"Correction Cut-off Date" means, in respect of any Share, the date(s) specified as such in Part B (general terms) of the applicable Issue Specific Terms, or, if "Correction Cut-off Date" is specified in the Issue Specific Terms to be applicable to any date on which the price of such Share is required to be determined, but no date is specified for the Correction Cut-off Date, then the Correction Cut-off Date for such Share and such date shall be the second Business Day prior to the next following date upon which any payment or delivery of assets may have to be made by the Issuer by reference to the price of such Share on such day.

"Delisting" means, in respect of any relevant Shares, that for any reason (other than a Merger Event or Tender Offer): (a) the Calculation Agent determines that: (i) such Shares have ceased to be listed, traded or publicly quoted on the Exchange; (ii) it is not reasonably certain that the cessation is, or will be, temporary; and (iii) such Shares are not immediately re-listed, re-traded, or re-quoted on an Acceptable Exchange (for the avoidance of doubt, the suspension of trading in the Shares on the relevant Exchange for a period of 30 or more consecutive calendar days would constitute a Delisting); or (b) the Exchange announces that pursuant to the rules of such Exchange (or the Calculation Agent otherwise determines based on publicly available information that), such Shares will cease to be listed, traded, or publicly quoted on such Exchange and the Calculation Agent determines that there is reasonable certainty that such Shares will not be immediately re-listed, re-traded, or re-quoted on an Acceptable 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.

"Dividend Amount" means, in respect of a Share, a Dividend Period and a Dividend Payment Date, either (a) the Record Amount, (b) the Ex Amount, (c) the Paid Amount, or (d) any other amount specified or otherwise determined as provided in Part B (general terms) of the applicable Issue Specific Terms.

"Dividend Payment Date" means, in respect of a Dividend Period, each date specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Dividend Period" means each relevant period as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Early Closure" means, in respect of a Share, the closure on any Exchange Business Day of the relevant Exchange or any Related Exchange prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange, as the case may be, at least one-hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution as at the relevant Valuation Time on such Exchange Business Day.

"ETF Disruption Event" means with respect to an Exchange Traded Fund or shares in an Exchange Traded Fund, in the determination of the Calculation Agent the occurrence or existence on any day of:

- (a) a postponement of the date as of which the Exchange is scheduled to determine or publish the price per share of the Exchange Traded Fund for the purposes of calculating the proceeds to be paid to a hypothetical investor that has submitted a timely and valid sale order;
- (b) the occurrence or continuation of a postponement of the determination by the Exchange Traded Fund of the price per share or net asset value of the Exchange Traded Fund;
- (c) the occurrence or continuation of a postponement of the reporting by the Exchange Traded Fund to its investors or, if applicable, the publishing by the Exchange Traded Fund or the relevant publishing service, in each case of the price per share or net asset value of the Exchange Traded Fund;
- (d) the occurrence or continuation of a postponement of the ability of a holder to sell, convert or redeem shares in the Exchange Traded Fund (whether or not in accordance with the Fund Documents);
- (e) the occurrence or continuation of a postponement of the payment of any or all of the redemption proceeds relating to such shares (whether or not in accordance with the Fund Documents); or
- (f) a material lack of liquidity in the market for the shares in the Exchange Traded Fund, compared with the prevailing circumstances as of the Issue Date, as determined by the Calculation Agent.

"Event Affected Share" has the meaning given thereto in Share Linked Provision 3.2 (*Occurrence of an Extraordinary Event*).

"Ex Amount" means, in respect of a Share and a Dividend Payment Date, 100 per cent. of the Gross Cash Dividend per Share declared by the Share Issuer to holders of record of a Share where the date that the Shares have commenced trading ex-dividend on the Exchange occurs during the relevant Dividend Period corresponding to such Dividend Payment Date.

"Exchange" means, in respect of a Share, each exchange or quotation system specified as such in Part B (general terms) of the applicable Issue Specific Terms for such Share, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange). If a Share is listed on two or more exchanges including the relevant Exchange, the Calculation Agent may decide that any other exchange on which the Share is listed at that time is the substitute exchange (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such exchange as on the original Exchange).

"Exchange Business Day" means, in respect of a Share, any Scheduled Trading Day for such Share on which each Exchange and each Related Exchange for such Share are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

"Exchange Disruption" means, in respect of a Share, any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the relevant Share on the Exchange, or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to such Share on any relevant Related Exchange.

"Exchange Traded Fund" means the exchange traded fund specified in Part B (general terms) of the applicable Issue Specific Terms, and related expressions shall be construed accordingly.

"Extraordinary Dividend" means an amount per Share specified or otherwise determined as provided in Part B (general terms) of the applicable Issue Specific Terms. If no Extraordinary Dividend is specified in or otherwise determined in Part B (general terms) of the applicable Issue Specific Terms, the characterization of a dividend or portion thereof as an Extraordinary Dividend shall be determined by the Calculation Agent.

"Extraordinary Event" means, in respect of a Share, a Delisting, an Insolvency, a Merger Event, a Nationalisation, a Tender Offer, and where the Share is a share of an Exchange Traded Fund, an Extraordinary Fund Event. Extraordinary Events shall include any event leading to the adjustment of any terms of listed options or futures contracts of the relevant Shares traded on a Related Exchange or an Options Exchange which is not considered to be a Potential Adjustment Event or an unscheduled settlement of listed options or futures contracts of the relevant Shares traded on a Related Exchange or an Options Exchange.

"Extraordinary Fund Event" means the occurrence of any of the following events in respect of an Exchange Traded Fund or a share or shares in such Exchange Traded Fund:

- (a) any breach or violation of the provisions of the Fund Documents including, but not limited to: the constitutive and governing documents of the Exchange Traded Fund, the subscription agreements, any strategy or investment guidelines, and any other agreement entered into by the Exchange Traded Fund and/or its service providers that is reasonably likely to affect the value of the Exchange Traded Fund;
- (b) the non-execution or partial execution by the Exchange Traded Fund for any reason of a subscription or redemption order in respect of any shares in the Exchange Traded Fund given by the Issuer (or any of its affiliates) or any entity that acts as a market maker for the Exchange Traded Fund (whether or not in accordance with the Fund Documents);
- (c) the Exchange Traded Fund:
 - (i) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger);
 - (ii) makes a general assignment or arrangement with or for the benefit of its creditors;
 - (iii) either:
 - A. 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
 - B. has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or 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 paragraph A above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained, in each case, within fifteen days of the institution or presentation thereof;
 - (iv) 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;
 - (v) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case, within fifteen days thereafter; or

- (vi) 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 clauses (i) through (v) above;
- (d) the administration agent, the manager, the investment adviser or the custodian or the trustee, as applicable, of the Exchange Traded Fund ceases to act in its capacity as administrator or manager of, or adviser or custodian or trustee of, the Exchange Traded Fund, as the case may be;
- (e) a material modification of the investment programme, investment objectives, investment policies, investment strategy, investment process or investment guidelines of the Exchange Traded Fund;
- (f) the failure by the Exchange Traded Fund to comply with any applicable reporting obligations (including, without limitation, any periodic reporting of the estimated price per share of the Exchange Traded Fund, periodic statements thereof, return numbers and composition of the Exchange Traded Fund and the allocation of capital for the Exchange Traded Fund (where applicable));
- (g) a material modification (other than any modifications referred to in (e) above) of the Exchange Traded Fund (including but not limited to a modification of the prospectus of the Exchange Traded Fund or the articles of association or other Fund Documents) or the occurrence of a change or event materially affecting the Exchange Traded Fund (including, but not limited to, the interruption, breakdown or suspension of the calculation of the price per share of the Exchange Traded Fund unless such interruption, breakdown or suspension is cured within two Scheduled Trading Days);
- (h) a material modification of the type of assets in which the Exchange Traded Fund invests or the trading practices of the Exchange Traded Fund (including, but not limited to, a material deviation from the investment policy and investment objectives set out in the Fund Documents) which, in the determination of the Calculation Agent, has or is likely to have a material effect on any Hedge Position;
- (i) either:
 - (i) the suspension of redemptions of shares in the Exchange Traded Fund;
 - (ii) the Exchange Traded Fund repurchases or compulsorily redeems any shares in the Exchange Traded Fund; or
 - (iii) the Exchange Traded Fund imposes any restriction, charge or fee in respect of a redemption or issue of shares in the Exchange Traded Fund (other than any restriction, charge or fee in existence as at the relevant Issue Date);
- (j) the Exchange Traded Fund or its investment adviser or manager has its authorisation or registration cancelled by any applicable regulatory authority;
- (k) the Exchange Traded Fund or the investment adviser, manager or the administration agent of the Exchange Traded Fund:

- (i) becomes subject to any 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 the Exchange Traded Fund, investment adviser, manager or administration agent;
- (ii) commits an act which constitutes fraud or criminal activity in the performance of its obligations in respect of the Exchange Traded Fund;
- (iii) makes any material misrepresentation under any document in respect of the Exchange Traded Fund; or
- (iv) announces its intention to cease the business of investment management;
- (l) the occurrence of any:
 - (i) reclassification or change of shares in an Exchange Traded Fund that results in a transfer of, or an irrevocable commitment to, transfer all of such shares outstanding;
 - (ii) consolidation, amalgamation or merger of an Exchange Traded Fund with or into another entity; or
 - (iii) other takeover offer for the shares of an Exchange Traded Fund that results in a transfer of or an irrevocable commitment to transfer all such shares (other than such shares owned or controlled by the offeror);
- (m) any ETF Disruption Event, where such Reference Fund Disruption Event continues for a period of eight Scheduled Trading Days; or
- (n) any event of default (howsoever described) in respect of a counterparty with which the Exchange Traded Fund has a material position as determined by the Calculation Agent in accordance with the terms of the agreement governing that position.

"Failure to Deliver" means, if "Physical" or "Cash or Physical" is specified as Settlement in Part B (general terms) of the applicable Issue Specific Terms, the failure of the Issuer to deliver, when due, the relevant Shares in respect of the Share Linked Securities, where such failure is due to illiquidity in the market for such Shares.

"Fallback Valuation Date" means, in respect of any Share, the date(s) specified as such in the relevant Final Terms, or, if "Fallback Valuation Date" is specified in the Final Terms to be applicable to any date on which the price of such Share is required to be determined, but no date is specified for the Fallback Valuation Date, then the Fallback Valuation Date for such Share and such date shall be the second Business Day prior to the next following date upon which any payment or delivery of assets may have to be made by the Issuer by reference to the price of such Share on such day.

"Fund Documents" means in respect of an Exchange Traded Fund, the constitutional documents in the form of a prospectus, information memorandum, trust deed or any other analogous documentation, each as may be amended and supplemented from time to time, setting forth the terms, conditions and rights related to each share.

"Gross Cash Dividend" means, in respect of a Share, a sum before the withholding or deduction of taxes at source by or on behalf of any Applicable Authority, and excluding any imputation or other credits, refunds or deductions granted by an Applicable Authority and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon. In addition, "Gross Cash Dividend" shall exclude Extraordinary Dividends, if any, unless otherwise specified in the Issue Specific Terms. If the Issue Specific Terms specify the Gross Cash Dividend shall include Extraordinary Dividend, then only any Extraordinary Dividend in the form of cash shall be included.

"Hedge Positions" means any arrangements entered into by the Hedging Entity at any time in order to hedge the payment obligations of the Issuer, on an individual or on a portfolio basis, under the Share Linked Securities including, without limitation, any acquisition, purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, future, foreign exchange or derivatives, (b) stock loan transactions or (c) any other instruments or arrangements (howsoever described).

"Hedging Disruption" means, in respect of any Share Linked Securities, that the Hedging Entity is unable, wholly or partially, or it is or has become not reasonably practicable, or it has otherwise become undesirable, for any reason, for the Hedging Entity, wholly or partially, after using commercially reasonable efforts and reasonable discretion, to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary or desirable to hedge the Hedging Entity's obligations in respect of the relevant Share Linked Securities or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), as determined by the Issuer.

"Hedging Entity" means the Calculation Agent or another member of the Goldman Sachs Group.

"Increased Cost of Hedging" means that the Hedging Entity would incur materially increased costs (as compared with circumstances existing on the Issue Date), including, without limitation, increased tax (including any potential tax which the Calculation Agent considers may arise), duty, expense or fee (other than brokerage commissions) to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Hedging Entity's obligations with respect to the 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 Hedging Entity shall not be deemed an Increased Cost of Hedging.

"Insolvency" means, in respect of a Share (other than a share in an Exchange Traded Fund) and the Share Issuer, that either (a) by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution, or winding-up of or any analogous proceeding affecting the Share Issuer, (i) all the Shares of such Share Issuer are required to be transferred to a trustee, liquidator, or other similar official, or (ii) holders of the Shares of such Share Issuer become legally prohibited from transferring them; or (b) an Insolvency Event occurs in respect of such Share Issuer.

"Insolvency Event" means, in respect of a Share and the Share Issuer, that the Share Issuer: (a) 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 office or home office, or consents to a proceeding seeking a judgment of insolvency or bankruptcy law or similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation or liquidation by it or such regulator, supervisor or similar official or it consents to such petition; and/or (b) either 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 not described in (a) above and either (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (ii) is not dismissed, discharged, stayed or restrained, in each case within 15 days of such institution or presentation.

"Insolvency Filing" means, in respect of a Share, that either (a) the Share Issuer (i) 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 (ii) 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 (b) a petition is presented for the Share Issuer's winding-up or liquidation by the Share Issuer or such regulator, supervisor or similar official or it consents to such a petition, **provided that**, in each case, proceedings instituted or petitions presented by creditors and not consented to by the Share Issuer of the Shares shall not be deemed an Insolvency Filing.

"Illiquidity Event" means, in respect of a Share or a Basket Share, a determination by the Calculation Agent, acting in its reasonable discretion, that the market in respect of the relevant Share (or in respect of any relevant Basket Share) is illiquid.

"Market Disruption Event" means, in respect of a Share, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time, (iii) an Early Closure, (iv) any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls, the effect of which is, in the determination of the Calculation Agent, so material and adverse as to make it impracticable or inadvisable to proceed with the calculation or determination of any amount payable or deliverable under the terms and conditions of the Share Linked Securities, or (v) where the Share is a share of an Exchange Traded Fund, an ETF Disruption Event.

"Maximum Days of Disruption" means in respect of Share Linked Securities that relate to:

- (a) a single Share, eight Scheduled Trading Days; or

- (b) a Share Basket in respect of which Part B (general terms) of the applicable Issue Specific Terms do not specify that "Basket Valuation (Common Scheduled Trading Day and Common Disrupted Day)" applies, eight Scheduled Trading Days; or
- (c) a Share Basket in respect of which Part B (general terms) of the applicable Issue Specific Terms specify that "Basket Valuation (Common Scheduled Trading Day and Common Disrupted Day)" applies, eight Common Scheduled Trading Days,

or, in each case, such other number of Scheduled Trading Days or Common Scheduled Trading Days, as applicable (or other type of days) specified in Part B (general terms) of the applicable Issue Specific Terms.

"Merger Date" means the closing date of a Merger Event or, where a closing date cannot be determined under the local law applicable to such Merger Event, such other date as determined by the Calculation Agent.

"Merger Event" means, in respect of any relevant Shares, any (i) reclassification or change of such Shares that results in a transfer of, or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (ii) consolidation, amalgamation, merger, or binding share exchange of a Share Issuer with or into another entity or person (other than a consolidation, amalgamation, merger, or binding share exchange in which such Share Issuer is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal, or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Shares of the Share Issuer that results in a transfer of, or an irrevocable commitment to transfer, all such Shares (other than such Shares owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger, or binding share exchange of the Share Issuer or its subsidiaries with or into another entity in which the Share Issuer is the continuing entity and which does not result in a reclassification or change of all such Shares outstanding but results in the outstanding Shares (other than Shares owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Shares immediately following such event, in each case if the Merger Date is on or before, (a) in the case of a Share Linked Security to which Physical Settlement applies, the Settlement Date, or (b) in any other case, the Final Valuation Date.

"Modified Postponement" has the meaning given thereto in Share Linked Provision 1.2(c) (*Single Share and Averaging Reference Dates*) or Share Linked Provision 1.4(c) (*Share Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day*), as applicable.

"Nationalisation" means that all the Shares or all or substantially all the assets of the Share Issuer are nationalised, expropriated, or are otherwise required to be transferred to any governmental agency.

"No Adjustment" has the meaning given thereto in Share Linked Provision 1.1(c) (*Single Share and Reference Dates*), Share Linked Provision 1.2(d) (*Single Share and Averaging Reference Dates*), Share Linked Provision 1.3(c) (*Share Basket and Reference Dates – Individual*

Scheduled Trading Day and Individual Disrupted Day), Share Linked Provision 1.4(d) (*Share Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day*), Share Linked Provision 1.5(b) (*Share Basket and Reference Dates – Common Scheduled Trading Day but Individual Disrupted Day*) and Share Linked Provision 1.6(c) (*Share Basket and Reference Dates – Common Scheduled Trading Day and Common Disrupted Day*), as applicable.

"Omission" has the meaning given thereto in Share Linked Provision 1.2(a) (*Single Share and Averaging Reference Dates*) or Share Linked Provision 1.4(a) (*Share Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day*), as applicable.

"Options Exchange" means, in respect of a Share, the exchange or quotation system specified as such in Part B (general terms) of the applicable Issue Specific Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system, to which trading in options contracts relating to the relevant Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such options contracts on such temporary substitute exchange or quotation system as on the original Options Exchange) or, if no such exchange or quotation system is specified in Part B (general terms) of the applicable Issue Specific Terms, the Related Exchange (if such Related Exchange trades options contracts relating to the relevant Share) or, if more than one such Related Exchange is specified in Part B (general terms) of the applicable Issue Specific Terms, the Related Exchange selected by the Calculation Agent as the primary market for listed options contracts relating to the relevant Share.

"Paid Amount" means, in respect of a Share and a Dividend Payment Date, 100 per cent. of the Gross Cash Dividend per Share paid by the Share Issuer during the relevant Dividend Period corresponding to such Dividend Payment Date to holders of record of a Share.

"Postponement" has the meaning given thereto in Share Linked Provision 1.2(b) (*Single Share and Averaging Reference Dates*) or Share Linked Provision 1.4(b) (*Share Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day*), as applicable.

"Potential Adjustment Event" means any of the following:

- (a) a subdivision, consolidation or reclassification of relevant Shares (unless resulting in a Merger Event) or a free distribution or dividend of any such Shares to existing holders of the Shares by way of bonus, capitalisation, or similar issue;
- (b) a distribution, issue, or dividend to existing holders of the relevant Shares of (i) such Shares, or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Share Issuer equally or proportionately with such payments to holders of such Shares, or (iii) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Issuer as a result of a spin-off or other similar transaction, or (iv) any other type of securities, rights, or

warrants, or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price, all as determined by the Calculation Agent;

- (c) an Extraordinary Dividend;
- (d) a call by a Share Issuer in respect of relevant Shares that are not fully paid;
- (e) a repurchase by a Share Issuer or any of its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities, or otherwise;
- (f) in respect of a Share Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Share Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments, or stock rights at a price below their market value, as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (g) any other event having a diluting or concentrative effect on the theoretical value of the relevant Shares, as determined by the Calculation Agent.

"Record Amount" means, in respect of a Share and a Dividend Payment Date, 100 per cent. of the Gross Cash Dividend per Share declared by the Share Issuer to holders of record of a Share on any record date occurring during the relevant Dividend Period corresponding to such Dividend Payment Date.

"Reference Date" means each Scheduled Reference Date, as adjusted in accordance with these Share Linked Provisions.

"Related Exchange" means, in respect of a Share, each exchange or quotation system, if any, specified in Part B (general terms) of the applicable Issue Specific Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided, however, that where **"All Exchanges"** is specified as the Related Exchange, **"Related Exchange"** shall mean each exchange or quotation system (as determined by the Calculation Agent) where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share or, in any such case, any transferee or successor exchange of such exchange or quotation system (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange).

"Scheduled Averaging Reference Date" means, in respect of a Share, each Scheduled Reference Date, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Scheduled Closing Time" means, in respect of a Share and 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 for such Exchange or Related Exchange.

"Scheduled Reference Date" means, in respect of a Share, each the Final Valuation Date and/or any other date specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Scheduled Trading Day" means, in respect of a Share, any day on which each Exchange and each Related Exchange for such Share specified in Part B (general terms) of the applicable Issue Specific Terms are scheduled to be open for trading for their respective regular trading sessions.

"Settlement Cycle" means, in respect of a Share, the period of Share Clearance System Business Days following a trade in the Share on the Exchange in which settlement will customarily occur according to the rules of such Exchange.

"Settlement Disruption Event" means, in respect of a Share, an event that the Calculation Agent determines is beyond the control of the Issuer and/or its affiliates as a result of which the relevant Share Clearance System cannot clear the transfer of such Share.

"Share" means, in respect of an issue of Share Linked Securities relating to a single Share, the share (including the share of an Exchange Traded Fund), and in respect of an issue of Share Linked Securities relating to a Share Basket, each Basket Share (including the shares of each Exchange Traded Fund), in each case specified in Part B (general terms) of the applicable Issue Specific Terms, and related expressions shall be construed accordingly.

"Share Basket" means a basket composed of Shares in the relative proportions or numbers of Shares, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Share Clearance System" means, in respect of a Share, the principal domestic clearance system customarily used for settling trades in the relevant Shares on any relevant date.

"Share Clearance System Business Day" means, in respect of a Share Clearance System, any day on which such Share Clearance System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions, as determined by the Calculation Agent.

"Share Issuer" means, in respect of a Share, the issuer of such Share, as specified in Part B (general terms) of the applicable Issue Specific Terms (or as may otherwise be determined by the Calculation Agent).

"Share Linked Securities" means Securities for which, pursuant to Part B (general terms) of the applicable Issue Specific Terms, the Share Linked Provisions apply.

"Share Weighting" means, in respect of each Basket Share, the relevant weighting for such Basket Share expressed as a percentage, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Substitute Shares**" has the meaning given thereto in Share Linked Provision 3.2 (*Occurrence of an Extraordinary Event*).

"**Substitution Date**" has the meaning given thereto in Share Linked Provision 3.2 (*Occurrence of an Extraordinary Event*).

"**Successor Fund**" has the meaning given thereto in Share Linked Provision 7 (*Delisting, Discontinuance or Modification of a Share that is a share of an Exchange Traded Fund*).

"**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 a 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 determines to be relevant.

"**Tender Offer Date**" means, in respect of a Tender Offer, or, the date on which voting Shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained, as determined by the Calculation Agent.

"**Termination Date**" has the meaning given thereto in Share Linked Provision 3.4 (*Early Redemption*).

"**Termination Amount**" means an amount in respect of each Share Linked Security which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Share Linked Security immediately prior to the Termination Date, taking into account the remaining time value of the relevant Share Linked Security. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also consider the probability of default of the Issuer or of the Guarantor based on the credit spreads quoted on the market or on the yields of bonds of the Issuer or of the Guarantor that are traded with sufficient liquidity at the time of determining the Termination Amount. When determining the Termination Amount in respect of any closed end Securities in the case of a termination following a Merger Event in the form of a takeover offer where consideration consists exclusively or predominantly of cash, the Calculation Agent may, in addition to the factors set out above, consider the price of the relevant Share immediately after the announcement of the takeover offer as well as any market parameters prevailing at the time immediately preceding the announcement of the takeover offer, and, in particular, it may take into account any rules that a Related Exchange uses, or would normally use, to determine the theoretical fair value of the relevant Shares, such as expected dividends and implied volatilities. In relation to Italian Listed Securities (to the extent required by the relevant regulated market and/or multilateral trading facility), the Termination Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements as determined by the Calculation Agent.

"**Trading Disruption**" means, in respect of a Share, any suspension of, or limitation imposed on, trading by the relevant Exchange or Related Exchange or otherwise, and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange

or otherwise, (i) relating to the Share on the relevant Exchange and/or (ii) in futures or options contracts relating to the Share on any relevant Related Exchange.

"Underlying Price" means, in respect of any Calculation Date, the price of the Share as specified in the Issue Specific Terms.

"Valid Date" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Reference Date does not or is not deemed to occur.

"Valuation Time" means the time specified in Part B (general terms) of the applicable Issue Specific Terms or, if no such time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant day in relation to each Share to be valued. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

Annex to General Conditions - Index Linked Provisions

Adjustment, Modification and Disruption Provisions for Index Linked Securities

- 1. Consequences of Non-Scheduled Trading Days, Non-Common Scheduled Trading Days or Disrupted Days**
 - 1.1 Single Index and Reference Dates
 - 1.2 Single Index and Averaging Reference Dates
 - 1.3 Index Basket and Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day
 - 1.4 Index Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day
 - 1.5 Index Basket and Reference Dates – Common Scheduled Trading Day but Individual Disrupted Day
 - 1.6 Index Basket and Reference Dates – Common Scheduled Trading Day and Common Disrupted Day
- 2. Fallback Valuation Date**
- 3. Adjustments**
 - 3.1 Successor Index Sponsor or Successor Index
 - 3.2 Occurrence of an Index Adjustment Event
 - 3.3 Occurrence of an Additional Disruption Event
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- 4. Correction of Underlying Price**
- 5. Index Disclaimer**
- 6. Dividend Amounts**
 - 6.1 Relevant Dividend
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 - 6.3 Dividend Mismatch Event
 - 6.4 Failure to Publish
 - 6.5 Corrections to Official Index Divisor or number of free floating shares
- 7. Index-Linked Derivatives Contract Provisions**
 - 7.1 Modifications or Early Redemption pursuant to the occurrence of an Index-Linked Derivatives Contract Adjustment Event
 - 7.2 Corrections to price of Index-Linked Derivatives Contract
- 8. Definitions**

1. Consequences of Non-Scheduled Trading Days, Non-Common Scheduled Trading Days or Disrupted Days

1.1 Single Index and Reference Dates

Where the Index Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a single Index, and if the Calculation Agent determines that any Scheduled Reference Date in respect of such Index is not a Scheduled Trading Day or is a Disrupted Day, then the Reference Date for such Index shall be the first succeeding Scheduled Trading Day that the Calculation Agent determines is not a Disrupted Day in respect of such Index, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption in respect of such Index immediately following such Scheduled Reference Date is a Disrupted Day for such Index. In that case:

- (a) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Reference Date shall be deemed to be the Reference Date for such Index, notwithstanding the fact that such day is a Disrupted Day for such Index; and
- (b) the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price on that Scheduled Trading Day in accordance with the formula for and method of, calculating the relevant Index last in effect prior to the occurrence of the first Disrupted Day, using the Relevant Values, and such determination by the Calculation Agent pursuant to this paragraph (b) shall be deemed to be the Underlying Price for such Index in respect of the relevant Reference Date,

provided that:

- (c) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for the relevant Index shall be the Scheduled Reference Date, notwithstanding the fact that any Scheduled Reference Date is not a Scheduled Trading Day or is a Disrupted Day for such Index, and the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price on any such Reference Date in accordance with the formula for and method of, calculating such Index last in effect prior to the occurrence of such Reference Date, using the Relevant Values, and such determination by the Calculation Agent shall be deemed to be the Underlying Price for such Index in respect of the relevant Reference Date.

1.2 Single Index and Averaging Reference Dates

Where the Index Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms relate to a single Index, and, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of such Index is not a Scheduled Trading Day or is a Disrupted Day and, if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is:

- (a) "**Omission**", then such Scheduled Averaging Reference Date will be deemed not to be a relevant Averaging Reference Date, provided that, if through the operation of this provision

there would not be any Averaging Reference Dates, then the Averaging Reference Date for such Index shall be the first succeeding Scheduled Trading Day following the final Scheduled Averaging Reference Date that the Calculation Agent determines is not a Disrupted Day in respect of such Index, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption in respect of such Index immediately following such final Scheduled Averaging Reference Date is a Disrupted Day for such Index. In that case:

- (i) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Index, notwithstanding the fact that such day is a Disrupted Day for such Index; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price on that Scheduled Trading Day in accordance with the formula for and method of, calculating the relevant Index last in effect prior to the occurrence of the first Disrupted Day, using the Relevant Values, and, in respect of such Index, such determination by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date.
- (b) **"Postponement"**, then the relevant Averaging Reference Date for such Index shall be the first succeeding Scheduled Trading Day following such Scheduled Averaging Reference Date that the Calculation Agent determines is not a Disrupted Day for such Index, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption in respect of such Index immediately following such Scheduled Averaging Reference Date is a Disrupted Day for such Index. In that case:
- (i) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Index, notwithstanding the fact that such day is a Disrupted Day for such Index; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price on that Scheduled Trading Day in accordance with the formula for and method of, calculating the relevant Index last in effect prior to the occurrence of the first Disrupted Day, using the Relevant Values, and, in respect of such Index, such determination by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date. For the avoidance of doubt, an Averaging Reference Date determined in accordance with this Index Linked Provision 1.2 in respect of a Scheduled Averaging Reference Date may fall on the same day that another Averaging Reference Date in respect of another Scheduled Averaging Reference

Date falls, whether or not such latter Averaging Reference Date was also determined in accordance with this Index Linked Provision 1.2;

- (c) "**Modified Postponement**", then the relevant Averaging Reference Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the relevant Valuation Time on the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Averaging Reference Date that, but for the occurrence of another Averaging Reference Date or a Disrupted Day for such Index, would have been the relevant Averaging Reference Date, then:
- (i) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Index, notwithstanding the fact that such day is already an Averaging Reference Date or is a Disrupted Day for such Index; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price on that Scheduled Trading Day in accordance with the formula for and method of, calculating such Index last in effect prior to the occurrence of the first Disrupted Day, using the Relevant Values, and, in respect of such Index, such determination by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date,

provided that:

- (d) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Averaging Reference Date for the relevant Index shall be the Scheduled Averaging Reference Date, notwithstanding the fact that any such Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day for such Index, and the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price on any such Averaging Reference Date in accordance with the formula for and method of, calculating such Index last in effect prior to the occurrence of such Averaging Reference Date, using the Relevant Values, and, in respect of such Index, such determination by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date;
- (e) if the Calculation Agent determines that any Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day in respect of such Index and, Part B (general terms) of the applicable Issue Specific Terms do not specify the consequence, then "**Postponement**" will apply.

1.3 **Index Basket and Reference Dates - Individual Scheduled Trading Day and Individual Disrupted Day**

Where the Index Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to an Index Basket and such Issue Specific Terms specify that "**Basket Valuation (Individual Scheduled Trading Day and Individual Disrupted Day)**" applies, and,

if the Calculation Agent determines that any Scheduled Reference Date in respect of any Basket Index is not a Scheduled Trading Day or is a Disrupted Day for such Basket Index, then:

- (a) if the Calculation Agent determines that such Scheduled Reference Date for a Basket Index is a Scheduled Trading Day that is not a Disrupted Day, then the Reference Date for such Basket Index shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines that such Scheduled Reference Date for a Basket Index is not a Scheduled Trading Day or is a Disrupted Day, then the Reference Date for such Basket Index shall be the first succeeding Scheduled Trading Day which the Calculation Agent determines is not a Disrupted Day for such Basket Index, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Reference Date is a Disrupted Day for such Basket Index. In that case:
 - (i) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Reference Date shall be deemed to be the Reference Date for such Basket Index, notwithstanding the fact that such day is a Disrupted Day for such Basket Index; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of such Basket Index on that Scheduled Trading Day in accordance with the formula for and method of, calculating such Basket Index last in effect prior to the occurrence of the first Disrupted Day, using the Relevant Values, and, in respect of such Basket Index, such determination by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the Underlying Price in respect of such Reference Date,

provided that:

- (c) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then any Reference Date shall be the relevant Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Trading Day or is a Disrupted Day for any Basket Index, and the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of each Basket Index on such Reference Date in accordance with the formula for and method of, calculating such Basket Index last in effect prior to the occurrence of such Reference Date, using the relevant Default Values, and, in respect of such Basket Index, such determination by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date.

1.4 **Index Basket and Averaging Reference Dates - Individual Scheduled Trading Day and Individual Disrupted Day**

Where the Index Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to an Index Basket and such Issue Specific Terms specify that "**Basket Valuation (Individual Scheduled Trading Day and Individual Disrupted Day)**" applies, and,

if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of any Basket Index is not a Scheduled Trading Day or is a Disrupted Day for such Basket Index and:

- (a) if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is "**Omission**", such Scheduled Averaging Reference Date will be deemed not to be a relevant Averaging Reference Date for the relevant Basket Index, provided that, if through the operation of this provision there would not be any Averaging Reference Dates, then the sole Averaging Reference Date for such Basket Index shall be determined by reference to the final Scheduled Averaging Reference Date as follows:
 - (i) for each Basket Index for which the Calculation Agent determines that such final Scheduled Averaging Reference Date is a Scheduled Trading Day that is not a Disrupted Day, the Averaging Reference Date for such Basket Index shall be such final Scheduled Averaging Reference Date; and
 - (ii) for each Basket Index for which the Calculation Agent determines that such final Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day, then the Averaging Reference Date for such Basket Index shall be the first succeeding Scheduled Trading Day following the final Scheduled Averaging Reference Date that the Calculation Agent determines is not a Disrupted Day in respect of such Basket Index, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption in respect of such Basket Index immediately following such final Scheduled Averaging Reference Date is a Disrupted Day for such Index. In that case:
 - (A) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Basket Index, notwithstanding the fact that such day is a Disrupted Day for such Basket Index; and
 - (B) the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of such Basket Index on that Scheduled Trading Day in accordance with the formula for and method of, calculating such Basket Index last in effect prior to the occurrence of that last consecutive Scheduled Trading Day, using the Relevant Values, and, in respect of each Basket Index, such determination by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date;
- (b) if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is "**Postponement**", then:
 - (i) for each Basket Index for which the Calculation Agent determines that such Scheduled Averaging Reference Date is a Scheduled Trading Day that is not a

Disrupted Day, the Averaging Reference Date for such Basket Index shall be such Scheduled Averaging Reference Date; and

- (ii) for each Basket Index for which the Calculation Agent determines that such Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day, then the Averaging Reference Date for such Basket Index shall be the first succeeding Scheduled Trading Day following such Scheduled Averaging Reference Date that the Calculation Agent determines is not a Disrupted Day in respect of such Basket Index, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption in respect of such Basket Index immediately following such Scheduled Averaging Reference Date is a Disrupted Day for such Basket Index. In that case:
 - (A) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Basket Index, notwithstanding the fact that such day is a Disrupted Day for such Basket Index; and
 - (B) the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of such Basket Index on that Scheduled Trading Day in accordance with the formula for and method of, calculating such Basket Index last in effect prior to the occurrence of that Scheduled Trading Day, using the Relevant Values, and, in respect of each Basket Index, such determination by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date. For the avoidance of doubt, an Averaging Reference Date determined in accordance with this Index Linked Provision 1.4 in respect of a Scheduled Averaging Reference Date may fall on the same day that another Averaging Reference Date in respect of another Scheduled Averaging Reference Date falls, whether or not such latter Averaging Reference Date was also determined in accordance with this Index Linked Provision 1.4;
- (c) if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is "**Modified Postponement**", then:
 - (i) for each Basket Index for which the Calculation Agent determines that such Scheduled Averaging Reference Date is a Scheduled Trading Day that is not a Disrupted Day, the Averaging Reference Date for such Basket Index shall be such Scheduled Averaging Reference Date; and
 - (ii) for each Basket Index for which the Calculation Agent determines that such Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day, the relevant Averaging Reference Date shall be the first succeeding Valid Date for such Basket Index. If the first succeeding Valid Date

for such Basket Index has not occurred as of the relevant Valuation Time on the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Averaging Reference Date that, but for the occurrence of another Averaging Reference Date or a Disrupted Day for such Basket Index, would have been the relevant Averaging Reference Date, then:

- (A) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Basket Index, notwithstanding the fact that such day is already an Averaging Reference Date or is a Disrupted Day for such Basket Index; and
- (B) the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of such Basket Index on that Scheduled Trading Day in accordance with the formula for and method of, calculating such Basket Index last in effect prior to the occurrence of that last consecutive Scheduled Trading Day, using the Relevant Values, and, in respect of such Index, such determination by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date,

provided that:

- (d) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then any Averaging Reference Date shall be the Scheduled Averaging Reference Date, notwithstanding the fact that such Scheduled Averaging Reference Date is not a Scheduled Trading Day for any Basket Index or is a Disrupted Day for such Basket Index, and the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of any such Basket Index on such Averaging Reference Date in accordance with the formula for and method of, calculating such Basket Index last in effect prior to the occurrence of such Averaging Reference Date, using the Relevant Values, and, in respect of such Basket Index, such determination by the Calculation Agent pursuant to this paragraph (d) shall be deemed to be the Underlying Price in respect of the relevant Averaging Reference Date; and
- (e) if the Calculation Agent determines that any Scheduled Averaging Reference Date is not a Scheduled Trading Day or is a Disrupted Day in respect of any Basket Index and, Part B (general terms) of the applicable Issue Specific Terms do not specify the consequence, then "**Postponement**" will apply.

1.5 **Index Basket and Reference Dates - Common Scheduled Trading Day but Individual Disrupted Day**

Where the Index Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to an Index Basket and such Issue Specific Terms specify that "**Basket**

Valuation (Common Scheduled Trading Day but Individual Disrupted Day)" applies, the following provisions shall apply:

- (a) if the Calculation Agent determines that any Scheduled Reference Date is a Common Scheduled Trading Day that is not a Disrupted Day for each Basket Index, then the Reference Date for each Basket Index shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines that any Scheduled Reference Date is not a Common Scheduled Trading Day for each Basket Index, the Reference Date for each Basket Index shall, subject to paragraph (c) below, be the first succeeding Common Scheduled Trading Day following such Scheduled Reference Date;
- (c) if the Calculation Agent determines that either (I) any Scheduled Reference Date is a Common Scheduled Trading Day but is a Disrupted Day for one or more Basket Indices, or (II) if paragraph (b) above applies, the relevant Common Scheduled Trading Day immediately following a Scheduled Reference Date is a Disrupted Day for one or more Basket Indices, then, in respect of (I) and (II), the following provisions shall apply:
 - (i) if the Calculation Agent determines that such Common Scheduled Trading Day is not a Disrupted Day for a Basket Index, then the Reference Date for such Basket Index shall be such Common Scheduled Trading Day; and
 - (ii) if the Calculation Agent determines that such Common Scheduled Trading Day is a Disrupted Day for a Basket Index, then the Reference Date for such Basket Index shall be the first succeeding Scheduled Trading Day which the Calculation Agent determines is not a Disrupted Day for such Basket Index, unless the Calculation Agent determines that each of the consecutive Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Common Scheduled Trading Day is a Disrupted Day for such Basket Index. In that case:
 - (A) the Scheduled Trading Day which falls such number of Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Reference Date shall be deemed to be the Reference Date for such Basket Index, notwithstanding the fact that such day is a Disrupted Day for such Basket Index; and
 - (B) the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of such Basket Index on that Scheduled Trading Day in accordance with the formula for and method of, calculating such Basket Index last in effect prior to the occurrence of the first Disrupted Day, using the Relevant Values, and, in respect of such Basket Index, such determination by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the Underlying Price in respect of the relevant Reference Date,

provided that:

- (iii) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then any Reference Date for each Basket Index shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Common Scheduled Trading Day or is a Disrupted Day for that Basket Index, and the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of such Basket Index on such Reference Date in accordance with the formula for and method of, calculating such Basket Index last in effect prior to the occurrence of such Reference Date, using the Relevant Values, and, in respect of such Basket Index, such determination by the Calculation Agent pursuant to this paragraph (iii) shall be deemed to be the Underlying Price in respect of the relevant Reference Date.

1.6 Index Basket and Reference Dates – Common Scheduled Trading Day and Common Disrupted Day

Where the Index Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to an Index Basket and such Issue Specific Terms specify that "**Basket Valuation (Common Scheduled Trading Day and Common Disrupted Day)**" applies, the following provisions shall apply:

- (a) if the Calculation Agent determines that any Scheduled Reference Date is a Common Scheduled Trading Day that is not a Disrupted Day for each Basket Index, then the Reference Date for each Basket Index shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines that any Scheduled Reference Date is not a Scheduled Trading Day for any Basket Index or is a Common Scheduled Trading Day and a Disrupted Day for any Basket Index, then the Reference Date for each Basket Index shall be the first succeeding Common Scheduled Trading Day following such Scheduled Reference Date which the Calculation Agent determines is not a Disrupted Day for each Basket Index, unless the Calculation Agent determines that each of the consecutive Common Scheduled Trading Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Reference Date is a Disrupted Day for one or more Basket Indices. In that case:
 - (i) the Common Scheduled Trading Day which falls such number of Common Scheduled Trading Days equal to the Maximum Days of Disruption after the relevant Scheduled Reference Date shall be deemed to be the Reference Date for each Basket Index, notwithstanding the fact that such day is a Disrupted Day for one or more Basket Indices, (such Basket Indices being "**Affected Basket Indices**" for such Reference Date, and each such Basket Index being an "**Affected Basket Index**" for such Reference Date);
 - (ii) for each Basket Index other than an Affected Basket Index, the relevant Underlying Price shall be determined by reference to the relevant screen pages by the Calculation Agent on that Common Scheduled Trading Day; and

- (iii) for each Affected Basket Index, the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of such Affected Basket Index on that last consecutive Scheduled Trading Day in accordance with the formula for and method of, calculating such Affected Basket Index last in effect prior to the occurrence of the first Disrupted Day, using the Relevant Values, and, in respect of such Affected Basket Index, such determination by the Calculation Agent pursuant to this paragraph (iii) shall be deemed to be the Underlying Price in respect of such Reference Date,

provided that:

- (c) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then any Reference Date for any Basket Index shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Trading Day or is a Disrupted Day for such Basket Index, and the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of such Basket Index on such Reference Date in accordance with the formula for and method of, calculating such Basket Index last in effect prior to the occurrence of such Reference Date, using the Relevant Values, and, in respect of such Index, such determination by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date.

2. **Fallback Valuation Date**

Notwithstanding any other terms of these Index Linked Provisions, if a Fallback Valuation Date is specified in Part B (general terms) of the applicable Issue Specific Terms to be applicable to any Reference Date or Averaging Reference Date (any such date being, for the purposes of this Index Linked Provision 2, a "**Relevant Date**") for an Index, and if, following adjustment of such Relevant Date pursuant to Index Linked Provision 1 (*Consequences of Non-Scheduled Trading Days, Non-Common Scheduled Trading Days or Disrupted Days*) above (for the purposes of this Index Linked Provision 2, an "**Affected Index**") the Relevant Date would otherwise fall after the specified Fallback Valuation Date in respect of such Affected Index, then such Fallback Valuation Date shall be deemed to be such Relevant Date for such Affected Index.

If such Fallback Valuation Date is not a Scheduled Trading Day or a Common Scheduled Trading Day or is a Disrupted Day in respect of such Affected Index, as the case may be, then the Calculation Agent shall, in its reasonable discretion, determine the Underlying Price of such Affected Index as of the relevant Valuation Time on such Fallback Valuation Date in accordance with the formula for, and method of, calculating such Affected Index last in effect prior to the occurrence of the first Disrupted Day, using the Relevant Values such determination by the Calculation Agent pursuant to this Index Linked Provision 2 shall be deemed to be the Underlying Price at the relevant Valuation Time for such Index in respect of the relevant Reference Date or Averaging Reference Date.

3. Adjustments

3.1 Successor Index Sponsor or Successor Index

If an Index is (i) not calculated and announced by the Index Sponsor but is calculated and announced by a successor index sponsor acceptable to the Calculation Agent (a "**Successor Index Sponsor**") or (ii) replaced by a successor index using, in the determination of the Calculation Agent acting in its reasonable discretion, the same or a substantially similar formula for, and method of, calculation of such Index, then in each case such index (the "**Successor Index**") will be deemed to be the Index.

If any of the events set out in (i) or (ii) above has occurred, but the Calculation Agent has not identified, acting in its reasonable discretion, a Successor Index Sponsor or Successor Index, as applicable, then the occurrence of any such event shall constitute either an Index Modification or Index Cancellation, as applicable, and the provisions of Index Linked Provision 3.2 (*Occurrence of an Index Adjustment Event*) shall apply accordingly, *mutatis mutandis*.

3.2 Occurrence of an Index Adjustment Event

If the Calculation Agent determines in respect of an Index that, (i) on or prior to any Reference Date or Averaging Reference Date, the relevant Index Sponsor or Successor Index Sponsor, if applicable, has made or announced 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 such Index (other than a modification prescribed in that formula or method to maintain such Index in the event of changes in the Components, capitalisation and/or other routine events) (an "**Index Modification**"), or permanently cancels a relevant Index or the Index may no longer be used as a consequence of new regulatory provisions and no Successor Index exists as at the date of such cancellation (an "**Index Cancellation**"), or (ii) on any Reference Date or Averaging Reference Date the Index Sponsor or Successor Index Sponsor, if applicable, fails to calculate and announce a relevant Index (an "**Index Disruption**", and together with Index Modification and Index Cancellation, each an "**Index Adjustment Event**") (provided that, in respect of a Multi-Exchange Index, the Calculation Agent may, in its reasonable discretion, determine that such event instead results in the occurrence of a Disrupted Day), or (iii) on or prior to any Reference Date or other relevant date, an Administrator/ Benchmark Event Date has occurred in respect of a relevant Index, then

- (a) the Calculation Agent shall, in its reasonable discretion, determine if such Index Adjustment Event has a material effect on the Index Linked Securities and, if so, shall calculate the relevant Underlying Price using, in lieu of a published level for that Index, the level for such Index as at the Valuation Time on that Reference Date or Averaging Reference Date, as the case may be, as, in its reasonable discretion, the Calculation Agent so determines in accordance with the formula for, and method of, calculating such Index last in effect prior to the relevant Index Adjustment Event, but using only those Components that comprised such Index immediately prior to such Index Adjustment Event (i.e. excluding Components that have since ceased to be listed on the relevant Exchange), provided that if the Calculation Agent determines in its reasonable discretion

that no adjustment it could make under this paragraph Index Linked Provision 3.2 would produce a commercially reasonable result, it may direct the Issuer to redeem the Index Linked Securities under Index Linked Provision 3.4 (Early Redemption) below; or

- (b) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Index Linked Securities, and, if so, the Calculation Agent may rebase the Index Linked Securities against another index or basket of indices, as applicable, selected by the Calculation Agent to be reasonably comparable to the relevant Index, and, following such rebasing, the Calculation Agent will make such adjustment(s) that it determines in its reasonable discretion to be appropriate, if any, to any variable, calculation methodology, valuation, settlement, payment terms or any other terms of the Index Linked Securities to account for such rebasing; or
- (c) following each adjustment to the exercise, settlement, payment, or other terms of options or futures contracts on the Index traded on any Options Exchange, the Calculation Agent will make the appropriate adjustments, if any, to any one or more of the terms of the Index Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under the Index Linked Securities, as the Calculation Agent determines appropriate in its reasonable discretion, such adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options or futures contracts on the Index are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of the terms of such Index Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under such Index Linked Securities, as the Calculation Agent determines appropriate in its reasonable discretion, with reference to the rules of and precedents (if any) set by the Options Exchange, to account for any event that, in the determination of the Calculation Agent, would have given rise to an adjustment by the Options Exchange if such options or futures contracts were so traded;

provided that if:

- (i) it (I) is or would be unlawful at any time under any applicable law or regulation; or (II) would contravene any applicable licensing requirements for the Calculation Agent, to perform the actions prescribed in paragraphs (a), (a) or (c) above (or it would be unlawful or would contravene those licensing requirements if a determination were to be made at such time); or
- (ii) the Calculation Agent determines in its reasonable discretion that none of paragraphs (a), (b) or (c) above, as is applicable, would achieve a commercially reasonable result for any of the Issuer, the Calculation Agent or the Security Holders,

it may direct the Issuer to redeem the Index Linked Securities in accordance with Index Linked Provision 3.4 (*Early Redemption*) below.

3.3 Occurrence of an Additional Disruption Event

If the Calculation Agent has determined, in its reasonable discretion, that any Additional Disruption Event specified as applicable in Part B (general terms) of the applicable Issue Specific Terms has occurred, it may direct the Issuer to redeem the Index Linked Securities in accordance with Index Linked Provision 3.4 (*Early Redemption*) below.

3.4 Early Redemption

If following the occurrence of any of the relevant events listed in Index Linked Provisions 3.1, 3.2 or 3.3 (*Adjustments*) above or 7.1 (*Modification or Early Redemption pursuant to the occurrence of an Index-Linked Derivatives Contract Adjustment Event*) below, the Calculation Agent has directed the Issuer to redeem the Index Linked Securities, the Issuer shall, within one month following the occurrence of the relevant event, give notice to Security Holders in accordance with Section 11 (*Notices*) of the General Conditions designating a termination date (the "**Termination Date**"). On the Termination Date, the Issuer shall redeem all, but not some only, of the Index Linked Securities and it shall pay an amount equal to the Termination Amount to each Security Holder in respect of each Index Linked Security held by it. Payment of the Termination Amount will be made in such manner as shall be notified to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions.

4. Correction of Underlying Price

If Part B (general terms) of the applicable Issue Specific Terms specify that "**Correction of Underlying Price**" shall be applicable for an Index, then, in the event that any Underlying Price published by the Index Sponsor on any date which is utilised for any calculation or determination is subsequently corrected and the correction is published by the Index Sponsor within one Settlement Cycle after the original publication, the Calculation Agent will determine the amount that is payable or deliverable as a result of that correction, and, to the extent necessary, will adjust any relevant terms of the Index Linked Securities to account for such correction, provided that, if a Correction Cut-off Date is applicable for a relevant Index for any relevant date, corrections published after such Correction Cut-off Date will be disregarded by the Calculation Agent for the purposes of determining or calculating any relevant amount, and/or whether any event specified in Part B (general terms) of the applicable Issue Specific Terms has occurred.

5. Index Disclaimer

Each of the Issuer and the Guarantor agrees and acknowledges and, by purchasing the Index Linked Securities, each Security Holder is deemed to acknowledge and agree, in respect of such Index, that the Index Linked Securities are not sponsored, endorsed, sold, or promoted by the Index or the Index Sponsor and no Index Sponsor makes any representation whatsoever, whether express or implied, either as to the results to be obtained from the use of the Index and/or the levels at which the Index stands at any particular time on any particular date or otherwise. No Index or Index Sponsor shall be liable (whether in negligence or otherwise) to any person for any error in the Index and the Index Sponsor is under no obligation to advise any person of any error therein. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with the Index

Linked Securities. The Issuer and the Guarantor shall have no liability to the Security Holders for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment, or maintenance of the Index. Except as disclosed prior to the Issue Date specified in Part B (general terms) of the applicable Issue Specific Terms, none of the Issuer, the Guarantor, the Calculation Agent or any of their respective affiliates has any affiliation with or control over the Index or Index Sponsor or any control over the computation, composition, or dissemination of the relevant 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, the Guarantor, their affiliates, or the Calculation Agent as to the accuracy, completeness, and timeliness of information concerning the Index.

6. Dividend Amounts

6.1 Relevant Dividend

"**Relevant Dividend**" means, in respect of any Relevant Day_i and each Share_i comprised in the Index on such Relevant Day_i:

- (i) any Declared Cash Dividend in respect of such Share_i; and/or
- (ii) any Declared Cash Equivalent Dividend in respect of such Share_i,

provided that (a) if the Index Sponsor adjusts the calculation methodology of the Index or the level thereof on account of the declaration and/or payment of such Declared Cash Dividend and/or Declared Cash Equivalent Dividend (as the case may be) by the relevant Share Issuer (as determined by the Calculation Agent), then such Declared Cash Dividend and/or Declared Cash Equivalent Dividend (as the case may be) shall not be considered a Relevant Dividend; or (b) the Index Sponsor adjusts the calculation methodology of the Index or the level thereof on account of the declaration and/or payment of any part of such Declared Cash Dividend and/or Declared Cash Equivalent Dividend (as the case may be) by the relevant Share Issuer (as determined by the Calculation Agent), then only the remaining part of such Declared Cash Dividend and/or Declared Cash Equivalent Dividend (as the case may be) (as determined by the Calculation Agent) for which no adjustment took place shall be considered to be a Relevant Dividend, and the definitions of "**Declared Cash Dividend**" and/or "**Declared Cash Equivalent Dividend**" (as the case may be) above shall apply as if only such remaining amount had been declared by the Share Issuer.

Where any Relevant Dividend is declared in a currency other than the Settlement Currency, then the Calculation Agent shall convert such Relevant Dividend into the Settlement Currency at the relevant exchange rate declared by the relevant Share Issuer on such date where any such rate is available or, if no such rate is available, at a rate determined by the Calculation Agent.

6.2 Index Adjustment Event and Calculation Agent Adjustment

If Part B (general terms) of the applicable Issue Specific Terms specify that the "**Dividend Amount Provisions**" shall be applicable for an Index, following the occurrence of an Index

Adjustment Event, "**Calculation Agent Adjustment**" means that the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Index Linked Securities and, if so, shall amend the Dividend Amount and/or and other terms of the Index Linked Securities as the Calculation Agent determines to be appropriate to account for the economic effect on the Index Linked Securities of such Index Adjustment Event, which may, but need not, be determined by reference to the adjustment(s) made in respect of such Index Adjustment Event by an options exchange to options on the Index traded on such options exchange and the effective date of such amendments or adjustments.

6.3 **Dividend Mismatch Event**

If Part B (general terms) of the applicable Issue Specific Terms specify that the "**Dividend Amount Provisions**" shall be applicable for an Index, in respect of any Declared Dividend, (a) if a Dividend Mismatch Event occurs; or (b) a Share Issuer fails to make any payment or delivery in respect of such Declared Dividend by the third Business Day following the relevant due date, or, if earlier, the Correction Cut-off Date, then, in each case, the Calculation Agent may (but shall not be obliged to) make such adjustment as it in its reasonable and absolute discretion determines to be appropriate, if any, to the settlement or payment terms of the Index Linked Securities to account for such Dividend Mismatch Event or non-payment or non-delivery, as the case may be.

6.4 **Failure to Publish**

If Part B (general terms) of the applicable Issue Specific Terms specify that the "**Dividend Amount Provisions**" shall be applicable for an Index, following the occurrence of a Failure to Publish, the Calculation Agent shall determine the number of free-floating shares in respect of such Share; or the Official Index Divisor (as the case may be) in respect of such Relevant Day. In making any such determination, the Calculation Agent may (but shall not be obliged to) make reference to the formula for and method of calculating the number of free-floating shares in respect of such Share; or the Official Index Divisor on such Relevant Day (as the case may be) last in effect prior to the occurrence of such Failure to Publish.

6.5 **Corrections to Official Index Divisor or number of free floating shares**

If Part B (general terms) of the applicable Issue Specific Terms specify that the "**Dividend Amount Provisions**" shall be applicable for an Index, in the event that the Official Index Divisor or number of free floating shares calculated and published by the relevant Index Sponsor (or determined by the Calculation Agent pursuant to Index Linked Provision 6.4 (*Failure to Publish*)) and utilised for any calculation or determination made under the Index Linked Securities is subsequently corrected (or, where there has been a Failure to Publish, published by the Index Sponsor) and the correction is published (or, where there has been a Failure to Publish, publication is made) by the Index Sponsor within five Scheduled Trading Days after the original publication, the Calculation Agent will adjust the Dividend Amount, as required, to take into account such correction, provided that if such correction or subsequent publication occurs after the Correction Cut-off Date, then such correction or subsequent publication will be disregarded

by the Calculation Agent for the purposes of determining or calculating any Dividend Amount or any settlement or payment terms under the Index Linked Securities.

7. Index-Linked Derivatives Contract Provisions

Subject as provided in Part B (general terms) of the applicable Issue Specific Terms, if Part B (general terms) of the applicable Issue Specific Terms specify that the "Index-Linked Derivatives Contract Provisions" shall be applicable, the following terms shall apply, and Index Linked Provision 1 (*Consequences of Non-Scheduled Trading Days, Non-Common Scheduled Trading Days or Disrupted Days*) shall not apply, save in relation to determining the Final Index Level, if applicable:

7.1 Modifications or Early Redemption pursuant to the occurrence of an Index-Linked Derivatives Contract Adjustment Event

If Part B (general terms) of the applicable Issue Specific Terms specify that the "Index-Linked Derivatives Contract Provisions" shall be applicable then, following the determination by the Calculation Agent that an Index-Linked Derivatives Contract Adjustment Event has occurred, the Calculation Agent may, in its reasonable discretion, determine the appropriate adjustments, if any, to be made to any one or more of the terms of the Index Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under the Index Linked Securities, as the Calculation Agent determines appropriate to account for such Index-Linked Derivatives Contract Adjustment Event, and determine the effective date of that adjustment, provided that if the Calculation Agent determines in its reasonable discretion that no adjustment it could make under this paragraph Index Linked Provision 7.1 would produce a commercially reasonable result, it may direct the Issuer to redeem the Index Linked Securities under Index Linked Provision 3.4 (*Early Redemption*) above.

7.2 Corrections to price of Index-Linked Derivatives Contract

If Part B (general terms) of the applicable Issue Specific Terms specify that the "Index-Linked Derivatives Contract Provisions" shall be applicable then, in the event that the relevant price of an Index-Linked Derivatives Contract which is utilised for any calculation or determination in relation to such Index-Linked Derivatives Contract is subsequently corrected and the correction is published by the Derivatives Exchange no later than the second Business Day prior to the Settlement Date, the Calculation Agent will make any determination or determine the amount that is payable or deliverable as a result of that correction, and, to the extent necessary, will adjust any relevant terms of the Index Linked Securities to account for such correction.

8. Definitions

The following terms and expressions shall have the following meanings in relation to Index Linked Securities to which these Index Linked Provisions apply:

"**Additional Disruption Events**" means a Change in Law, a Hedging Disruption or an Increased Cost of Hedging (each an "**Additional Disruption Event**") specified as such in the relevant Final Terms.

"Administrator/Benchmark Event" means, in respect of any Index Linked Securities, the occurrence or existence, as determined by the Calculation Agent, of any of the following events:

- (a) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of an Index or the administrator or sponsor of an Index has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, or any prohibition by a relevant competent authority or other relevant official body, in each case with the effect that the Issuer and/or the Calculation Agent (as applicable) and/or any other relevant entity is not, or will not be, permitted under any applicable law or regulation to use the Index to perform its or their respective obligations under the Index Linked Securities; or
- (b) any material change to the methodology or formula for the Index or any other means of calculating the Index, as determined by the Calculation Agent ("**Material Methodology Change Event**").

"Administrator/Benchmark Event Date" means, in respect of an Index, the date determined by the Calculation Agent to be:

- (a) in the case of paragraph (a) of the definition of "**Administrator/Benchmark Event**", the date from which the Index may no longer be used under any applicable law or regulation by Issuer and/or the Calculation Agent (as applicable) and/or any other relevant entity to perform its or their respective obligations under the Index Linked Securities; or
- (b) in the case of paragraph (b) of the definition of "**Administrator/Benchmark Event**", the date on which the change to the methodology or formula for the Index becomes effective,

or, in each case, if such date occurs before the Initial Valuation Date, the Initial Valuation Date.

"Affected Basket Index" and **"Affected Basket Indices"** have the meaning given thereto in Index Linked Provision 1.6 (*Index Basket and Reference Dates – Common Scheduled Trading Day and Common Disrupted Day*).

"Affected Index" has the meaning given thereto in Index Linked Provision 2 (*Fallback Valuation Date*).

"Averaging Reference Date" means, if specified in Part B (general terms) of the applicable Issue Specific Terms, each Reference Date, in each case, subject to adjustment in accordance with these Index Linked Provisions.

"Basket Index" means each Index which is a component of an Index Basket, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Calculation Date" means, unless otherwise specified in the applicable Issue Specific Terms:
(a) in respect of Index Linked Securities referencing a single Index, each Scheduled Trading Date, which is not a Disrupted Day for that Index, (b) in respect of Index Linked Securities

referencing an Index Basket, each Common Scheduled Trading Date that is not a Disrupted Day for each Basket Index.

"Calculation Hours" means: (a) in respect of Index Linked Securities referencing a single Index, the period on a Calculation Date, during which the Index is calculated and published by the Index Sponsor, (b) in respect of Index Linked Securities referencing an Index Basket, the period on a Calculation Date, during which all Basket Indices are calculated and published by the respective Index Sponsors.

"Change in Law" means that on or after the Issue Date, due to (i) the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that the Issuer and/or any of its affiliates will incur a materially increased cost in performing its obligations under the Index Linked Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Common Scheduled Trading Day" means, in respect of an Index Basket, each day which is a Scheduled Trading Day for all Basket Indices in such Index Basket.

"Component" means, in respect of an Index, each share component and/or other component included in such Index, as determined by the Calculation Agent.

"Component Clearance System" means, in respect of a Component of an Index, the principal domestic clearance system customarily used for settling trades in the relevant Component on any relevant date, as determined by the Calculation Agent.

"Component Clearance System Business Day" means, in respect of a Component Clearance System, any day on which such Component Clearance System is (or, but for the occurrence of a Settlement Disruption Event, would have been) open for the acceptance and execution of settlement instructions.

"Correction Cut-off Date" means, in respect of any Index, the date(s) specified as such in Part B (general terms) of the applicable Issue Specific Terms, or, if "Correction Cut-off Date" is specified in the Issue Specific Terms to be applicable to any date on which the price of such Index is required to be determined, but no date is specified for the Correction Cut-off Date, then the Correction Cut-off Date for such Index and such date shall be the second Business Day prior to the next following date upon which any payment or delivery of assets may have to be made by the Issuer by reference to the price of such Index on such day.

"Declared Cash Dividend" means, in relation to any Share_i and a Dividend Amount, 100 per cent. of the Gross Cash Dividend per Share_i declared by the Share Issuer to holders of record of a Share_i on any record date occurring during the relevant Dividend Period.

"Declared Cash Equivalent Dividend" means, in respect of any Share_i, 100 per cent. of the Gross Cash Equivalent Dividend per such Share_i declared by such Share Issuer to holders of record of a Share_i on any record date occurring during the relevant Dividend Period.

"Declared Dividend" means any Relevant Dividend declared by the relevant Share Issuer.

"Derivatives Exchange" means each exchange or quotation system specified as such in Part B (general terms) of the applicable Issue Specific Terms in respect of the Index-Linked Derivatives Contract, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Index-Linked Derivatives Contract has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Index-Linked Derivatives Contract on such temporary substitute exchange or quotation system as on the original Derivatives Exchange).

"Disrupted Day" means:

- (a) for any Unitary Index, any Scheduled Trading Day on which (i) a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or (ii) a Market Disruption Event has occurred; or
- (b) for any Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index (provided that the Calculation Agent may, in its reasonable discretion, determine that such event instead results in the occurrence of an Index Disruption), (ii) the Related Exchange fails to open for trading during its regular trading session or (iii) a Market Disruption Event has occurred.

"Dividend Amount" means an amount determined by the Calculation Agent for the Dividend Period in accordance with the following formula:

$$\sum_t \left(\sum_i \frac{n_{i_t} \times d_{i_t}}{D_t} \right)$$

Where:

" \sum " means the sum of, such that:

- (i) $\sum_i \frac{x_i \times y_i}{a}$, where there are "n" number of different values for i, is defined by $\left(\frac{x_1 \times y_1}{a} \right) + \left(\frac{x_2 \times y_2}{a} \right) + \dots + \left(\frac{x_n \times y_n}{a} \right)$; and

- (ii) $\sum_t \left(\sum_i x_{i_t} \right)$, where there are "n" number of different values for i, and "m" number of different values for t, is defined by;

" d_{i_t} " means, in respect of any Relevant Day_t and each Share_i comprised in the Index on such Relevant Day_t:

- (i) if the Ex-Dividend Date in respect of a Relevant Dividend declared by the relevant Share Issuer to holders of record of such Share_i falls on such Relevant Day_t, an amount equal to such Relevant Dividend; or
- (ii) otherwise, zero (0).

"**D_t**" means, in respect of each Relevant Day_t, the Official Index Divisor, as calculated and published by the Index Sponsor on such Relevant Day_t, subject to Index Linked Provision 6.4 (*Failure to Publish*).

"**i**" means, in respect of each Relevant Day_t and each share (each, a "**Share_i**") that is comprised in the Index on such Relevant Day_t, a positive integer (beginning from one) assigned to such Share_i.

"**n_t**" means, in respect of any Relevant Day_t and each Share_i comprised in the Index on such Relevant Day_t, the number of free-floating shares of such Share_i as calculated and published by the Index Sponsor on such Relevant Day_t, subject to the provisions set out in Index Linked Provision 6.4 (*Failure to Publish*).

"**Relevant Day**" means each weekday falling within the Dividend Period.

"**t**" means, in respect of each Relevant Day, (each, a "**Relevant Day_t**") a positive integer (beginning from one) assigned to such Relevant Day_t.

"**Dividend Mismatch Event**" means, and a Dividend Mismatch Event shall have occurred, if the amount actually paid or delivered by such Share Issuer to the holders of record of the relevant Share_i is not equal to the Declared Dividend.

"**Dividend Period**" means each relevant period as specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Early Closure**" means:

- (a) for any Unitary Index, the closure on any Exchange Business Day of any relevant Exchange relating to Components that comprise 20 per cent. or more of the level of the relevant Index or any Related Exchange prior to its Scheduled Closing Time, unless such earlier closing time is announced by such Exchange or Related Exchange 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 on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day; or
- (b) for any Multi-Exchange Index, the closure on any Exchange Business Day with respect to such Multi-Exchange Index of the Exchange in respect of any Component, or the Related Exchange, prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange or Related Exchange, as the case may be, at least one-hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution as at the relevant Valuation Time on such Exchange Business Day.

"**Exchange**" means:

- (a) for any Unitary Index, each exchange or quotation system specified as such in Part B (general terms) of the applicable Issue Specific Terms for such Unitary Index, any

successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Components underlying such Unitary Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the Components underlying such Unitary Index on such temporary substitute exchange or quotation system as on the original Exchange); or

- (b) for any Multi-Exchange Index, each exchange on which any Component of such Multi-Exchange Index is, in the determination of the Calculation Agent, principally traded, or as otherwise determined by the Calculation Agent, any successor to such Exchange or quotation system or any substitute exchange or quotation system to which trading in the Components underlying such Multi-Exchange Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity to the Components underlying such Multi-Exchange Index on such temporary substitute exchange or quotation system as on the original Exchange).

"Exchange Business Day" means:

- (a) for any Unitary Index, any Scheduled Trading Day on which each Exchange and each Related Exchange for such Unitary Index are open for trading during their respective regular trading sessions, notwithstanding any such Exchange or Related Exchange for such Unitary Index closing prior to its Scheduled Closing Time; or
- (b) for any Multi-Exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor calculates and publishes the level of such Multi-Exchange Index and (ii) the Related Exchange for such Multi-Exchange Index is open for trading during its regular trading session, notwithstanding the Related Exchange for such Multi-Exchange Index closing prior to its Scheduled Closing Time.

"Exchange Disruption" means:

- (a) for any Unitary Index, any event (other than an Early Closure) that disrupts or impairs, as determined by the Calculation Agent, the ability of market participants in general to effect transactions in, or obtain market values for, (i) any Component on any relevant Exchange that comprise 20 per cent. or more of the level of such Unitary Index or (ii) futures or options contracts relating to such Unitary Index on any relevant Related Exchange; or
- (b) for any Multi-Exchange Index, any event (other than an Early Closure) that disrupts or impairs, as determined by the Calculation Agent, the ability of market participants in general to effect transactions in, or obtain market values for (i) any Component on the relevant Exchange in respect of such Component or (ii) futures or options contracts relating to such Multi-Exchange Index on the relevant Related Exchange.

"Ex-Dividend Date" means, in respect of a Relevant Dividend declared by the relevant Share Issuer to holders of record of such Share_i, the date that such Share_i is scheduled to commence trading ex-dividend on the exchange for such Share_i, as determined by the Calculation Agent.

"Extraordinary Dividend" means, in respect of any Share, an amount per such Share which the Calculation Agent determines and characterises to be an extraordinary dividend.

"Failure to Publish", means, for the purposes of determining the value of r_t or D_t on any Relevant Day_{*t*}, if the Index Sponsor fails (for any reason including, without limitation, an Index Disruption) to calculate and publish the number of free-floating shares in respect of any Share_{*t*} or the Official Index Divisor on such Relevant Day_{*t*}.

"Fallback Valuation Date" means, in respect of any Index, the date(s) specified as such in Part B (general terms) of the applicable Issue Specific Terms, or, if "Fallback Valuation Date" is specified in the Issue Specific Terms to be applicable to any date on which the level of such Index is required to be determined, but no date is specified for the Fallback Valuation Date, then the Fallback Valuation Date for such Index and such date shall be the second Business Day prior to the next following date upon which any payment or delivery of assets may have to be made by the Issuer by reference to the price of such Index on such day.

"Final Index Level" means an amount equal to the closing price for the relevant Index on the relevant Final Valuation Date, as determined by the Calculation Agent.

"Gross Cash Dividend" means, in respect of a Share_{*i*}, a sum before the withholding or deduction of taxes at the source by or on behalf of any Applicable Authority, and shall exclude any imputation or other credits, refunds or deductions granted by an Applicable Authority and any taxes, credits, refunds or benefits imposed, withheld, assessed or levied thereon. In addition, "Gross Cash Dividend" shall exclude Extraordinary Dividends, if any, unless otherwise provided in Part B (general terms) of the applicable Issue Specific Terms.

"Gross Cash Equivalent Dividend" means the cash value of any stock dividend per Share_{*i*} as declared by the relevant Share Issuer (whether or not such stock dividend comprises shares that are not the ordinary shares of the relevant Share Issuer) or, if no cash value of the stock dividend per Share_{*i*} is declared by the relevant Share Issuer, the cash value of such stock dividend per Share_{*i*} as determined by the Calculation Agent, calculated by reference to the opening price of such Share_{*i*} on the relevant Ex-Dividend Date applicable to such stock dividend, provided that if holders of record of such Share_{*i*} may elect between receiving a Declared Cash Dividend or a Declared Cash Equivalent Dividend, the dividend shall be deemed to be a Declared Cash Dividend instead.

"Hedge Positions" means any arrangements entered into by the Hedging Entity at any time in order to hedge the payment obligations of the Issuer, on an individual or on a portfolio basis, under the Index Linked Securities including, without limitation, any acquisition, purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, future, foreign exchange or derivatives, (b) stock loan transactions or (c) any other instruments or arrangements (howsoever described).

"Hedging Disruption" means, in respect of any Index Linked Securities, that the Hedging Entity is unable, wholly or partially, or it is or has become not reasonably practicable, or it has otherwise become undesirable, for any reason, for the Hedging Entity, wholly or partially, after using commercially reasonable efforts and reasonable discretion, to (a) hold, acquire, establish, re-

establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary or desirable to hedge the Hedging Entity's obligations in respect of the relevant Index Linked Securities or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), as determined by the Issuer.

"Hedging Entity" means the Calculation Agent or another member of the Goldman Sachs Group.

"Increased Cost of Hedging" means that the Hedging Entity would incur a materially increased costs (as compared with circumstances existing on the Issue Date), including, without limitation, increased tax (including any potential tax which the Calculation Agent considers may arise), duty, expense or fee (other than brokerage commissions) to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Hedging Entity's obligations with respect to the Index Linked 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 Hedging Entity shall not be deemed an Increased Cost of Hedging.

"Index" means, in respect of an issue of Index Linked Securities relating to a single Index, the Index, and in respect of an issue of Index Linked Securities relating to an Index Basket, each Basket Index, in each case specified in Part B (general terms) of the applicable Issue Specific Terms, and related expressions shall be construed accordingly.

"Index Adjustment Event" has the meaning given thereto in Index Linked Provision 3.2 (*Occurrence of an Index Adjustment Event*).

"Index Basket" means, subject to adjustment in accordance with these Index Linked Provisions, a basket composed of Indices in the relative proportions or numbers of Indices, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Index Cancellation" has the meaning given thereto in Index Linked Provision 3.2 (*Occurrence of an Index Adjustment Event*).

"Index Disruption" has the meaning given thereto in Index Linked Provision 3.2 (*Occurrence of an Index Adjustment Event*).

"Index-Linked Derivatives Contract" means any futures, options or other derivatives contract relating to one or more Indices as specified in Part B (general terms) of the applicable Issue Specific Terms, and related expressions shall be construed accordingly.

"Index-Linked Derivatives Contract Adjustment Event" means, and shall have occurred if, the Calculation Agent determines that, any term of the relevant Index-Linked Derivatives Contract has been changed or modified by the Derivatives Exchange (including if it is permanently discontinued), and the Calculation Agent determines that such change or modification could have a material effect on the Securities.

"Index Linked Securities" means Securities specified as "Index Linked Securities" in Part B (general terms) of the applicable Issue Specific Terms.

"Index Modification" has the meaning given thereto in Index Linked Provision 3.2 (*Occurrence of an Index Adjustment Event*).

"Index Multiplier" means, in respect of the relevant Reference Date and an Index, an amount determined by the Calculation Agent in its reasonable discretion by reference to the realised dividend yield of the relevant Index.

"Index Sponsor" means, for any Index, the entity specified in Part B (general terms) of the applicable Issue Specific Terms, and, if not specified, the corporation or other entity that, as determined by the Calculation Agent, (i) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index, and (ii) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day.

"Market Disruption Event" means:

- (a) for any Unitary Index, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which, in either case, the Calculation Agent determines is material, at any time during the one-hour period that ends at the relevant Valuation Time, or (iii) an Early Closure.

For the purposes of determining whether a Market Disruption Event in respect of any Unitary Index exists at any time, if a Market Disruption Event occurs in respect of a Component included in such Unitary Index at any time, then the relevant percentage contribution of such Component to the level of such Unitary Index shall be based on a comparison of (x) the portion of the level of such Unitary Index attributable to such Component and (y) the overall level of such Unitary Index, in each case, immediately before the occurrence of such Market Disruption Event;

- (b) for any Multi-Exchange Index:

Either:

- (i) the occurrence or existence, in respect of any Component, of:
 - (A) a Trading Disruption in respect of such Component, 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 is principally traded;
 - (B) an Exchange Disruption in respect of such Component, 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 is principally traded; or
 - (C) an Early Closure in respect of such Component;

and

- (ii) the aggregate of all Components in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of such Multi-Exchange Index;

or

- (iii) the occurrence or existence, in each case in respect of futures or options contracts relating to such Multi-Exchange Index, of (I) a Trading Disruption, or (II) an Exchange Disruption, which, in either case, the Calculation Agent determines is material, at any time during the one-hour period that ends at the Valuation Time in respect of the Related Exchange, or (III) an Early Closure.

For the purposes of determining whether a Market Disruption Event exists in respect of a Multi-Exchange Index at any time, if an Early Closure, an Exchange Disruption, or a Trading Disruption occurs in respect of a Component at that time, then the relevant percentage contribution of such Component to the level of such Multi-Exchange Index shall be based on a comparison of (x) the portion of the level of such Multi-Exchange Index attributable to that Component and (y) the overall level of such Multi-Exchange Index, in each case, immediately before the occurrence of such Market Disruption Event;

- (c) for any Index, any change in national or international financial, political or economic conditions or currency exchange rates or exchange controls, the effect of which is, in the determination of the Calculation Agent, so material and adverse as to make it impracticable or inadvisable to proceed with the calculation or determination of any amount payable or deliverable under the terms and conditions of the Index Linked Securities.

"Maximum Days of Disruption" means in respect of Index Linked Securities that relate to:

- (a) a single Index, eight Scheduled Trading Days; or
- (b) an Index Basket and Part B (general terms) of the applicable Issue Specific Terms do not specify that "Basket Valuation (Common Scheduled Trading Day and Common Disrupted Day)" applies, eight Scheduled Trading Days; or
- (c) an Index Basket and Part B (general terms) of the applicable Issue Specific Terms specify that "Basket Valuation (Common Scheduled Trading Day and Common Disrupted Day)" applies, eight Common Scheduled Trading Days,

or, in each case, such other number of Scheduled Trading Days or Common Scheduled Trading Days, as applicable specified in Part B (general terms) of the applicable Issue Specific Terms.

"Modified Postponement" has the meaning given thereto in Index Linked Provision 1.2(c) (*Single Index and Averaging Reference Dates*) or Index Linked Provision 1.4(c) (*Index Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day*), as applicable.

"Multi-Exchange Index" means an Index whose Components are listed on two or more Exchanges, as determined by the Calculation Agent.

"**No Adjustment**" has the meaning given thereto in Index Linked Provision 1.1(c) (*Single Index and Reference Dates*), Index Linked Provision 1.2(d) (*Single Index and Averaging Reference Dates*), Index Linked Provision 1.3(c) (*Index Basket and Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day*), Index Linked Provision 1.4(d) (*Index Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day*), Index Linked Provision 1.5(b) (*Index Basket and Reference Dates – Common Scheduled Trading Day but Individual Disrupted Day*) and Index Linked Provision 1.6(c) (*Index Basket and Reference Dates – Common Scheduled Trading Day and Common Disrupted Day*), as applicable.

"**Official Index Divisor**" means, in respect of the Index, the value calculated by the Index Sponsor as being necessary to ensure that the numerical value of the Index remains unchanged after any change(s) in the composition of the Index. The value of the Index after any change in its composition is divided by the Official Index Divisor to ensure that the value of the Index returns to its normalised value.

"**Omission**" has the meaning given thereto in Index Linked Provision 1.2(a) (*Single Index and Averaging Reference Dates*) or Index Linked Provision 1.4(a) (*Index Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day*), as applicable.

"**Options Exchange**" means, if relevant, the exchange or quotation system specified as such in Part B (general terms) of the applicable Issue Specific Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system, to which trading in options contracts relating to the relevant Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such options contracts on such temporary substitute exchange or quotation system as on the original Options Exchange) or, if no such exchange or quotation system is specified in Part B (general terms) of the applicable Issue Specific Terms, the Related Exchange (if such Related Exchange trades options contracts relating to the relevant Index) or, if more than one such Related Exchange is specified in Part B (general terms) of the applicable Issue Specific Terms, the Related Exchange selected by the Calculation Agent as the primary market for listed options contracts relating to the relevant Index.

"**Postponement**" has the meaning given thereto in Index Linked Provision 1.2(b) (*Single Index and Averaging Reference Dates*) or Index Linked Provision 1.4(b) (*Index Basket and Averaging Reference Dates – Individual Scheduled Trading Day and Individual Disrupted Day*), as applicable.

"**Reference Date**" means each Scheduled Reference Date, as adjusted in accordance with these Index Linked Provisions.

"**Related Exchange**" means for any Unitary Index or Multi-Exchange Index, each exchange or quotation system, if any, specified in Part B (general terms) of the applicable Issue Specific 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 Unitary Index

or Multi-Exchange 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 Unitary Index or Multi-Exchange Index 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, "**Related Exchange**" shall mean each exchange or quotation system where trading has a material effect on the overall market for futures or options contracts relating to such Unitary Index or Multi-Exchange Index, as determined by the Calculation Agent, or, in any such case, any transferee or successor exchange of such exchange or quotation system (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).

"**Relevant Date**" has the meaning given thereto in Index Linked Provision 2 (*Fallback Valuation Date*).

"**Relevant Value**" means, in respect of an Index and a Scheduled Trading Day, a Reference Date, a Common Scheduled Trading Day or an Averaging Reference Date, as applicable, the Exchange traded or quoted price as of the relevant Valuation Time on that Scheduled Trading Day of each Component comprised in such Index or, if an event giving rise to a Disrupted Day (as defined in Share Linked Provision 8 (*Definitions*)) has occurred in respect of any relevant Component that is a share on that Scheduled Trading Day, the value for the relevant Component on that Scheduled Trading Day, Reference Date, Common Scheduled Trading Day or Averaging Reference Date, as applicable, as determined by the Calculation Agent in its reasonable discretion taking into account any relevant market conditions at the time of such determination.

"**Scheduled Averaging Reference Date**" means, in respect of an Index, each Scheduled Reference Date, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Scheduled Closing Time**" means, if relevant, in respect of an Index and 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 Reference Date**" means, in respect of an Index, the Final Valuation Date and/or any other date specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"**Scheduled Trading Day**" means:

- (a) in respect of any Unitary Index, any day on which each Exchange and each Related Exchange for such Unitary Index specified in Part B (general terms) of the applicable Issue Specific Terms are scheduled to be open for trading for their respective regular trading sessions;
- (b) in respect of any Multi-Exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of such Multi-Exchange Index and (ii) the Related Exchange for such Multi-Exchange Index is scheduled to be open for trading for its regular trading session.

"Scheduled Valuation Date" means, in respect of an Index, any original date that, but for such day not being a Scheduled Trading Day for such Index or for such day being a Disrupted Day for such Index, would have been a Valuation Date.

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

"Settlement Disruption Event" means, in respect of a Component of an Index, an event that the Calculation Agent determines is beyond the control of the Issuer and/or its affiliates as a result of which the relevant Component Clearance System cannot clear the transfer of such Component.

"Share_i" has the meaning given thereto in the definition of the "Dividend Amount".

"Share Issuer" means, in respect of each Share_i, the Issuer of such Share_i.

"Successor Index" has the meaning given thereto in Index Linked Provision 3.1 (*Successor Index Sponsor or Successor Index*).

"Successor Index Sponsor" has the meaning given thereto in Index Linked Provision 3.1 (*Successor Index Sponsor or Successor Index*).

"Termination Amount" means an amount in respect of each Index Linked Security which is determined by the Calculation Agent in its reasonable discretion as a fair market price of that Index Linked Security immediately prior to the Termination Date, taking into account the remaining time value of the relevant Index Linked Security. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also consider the probability of default of the Issuer or of the Guarantor based on the credit spreads quoted on the market or on the yields of bonds of the Issuer or of the Guarantor that are traded with sufficient liquidity at the time of determining the Termination Amount. In relation to Italian Listed Securities (to the extent required by the relevant regulated market and/or multilateral trading facility), the Termination Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements as determined by the Calculation Agent.

"Trading Disruption" means:

- (a) in respect of any Unitary Index, any suspension of, or limitation imposed on, trading by the relevant Exchange or Related Exchange or otherwise, and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise, (i) relating to Components that comprise 20 per cent. or more of the level of such Unitary Index on any relevant Exchange or (ii) in futures or options contracts relating to such Unitary Index on any relevant Related Exchange; or

- (b) in respect of any Multi-Exchange Index, any suspension or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (i) relating to any Component on the Exchange in respect of such Component or (ii) in futures or options contracts relating to Multi-Exchange Index on the Related Exchange.

"Underlying Price" means, in respect of a Calculation Date, the relevant level of that Index as specified in the Issue Specific Terms.

"Unitary Index" means an Index whose Components are listed on a single Exchange, as determined by the Calculation Agent.

"Valid Date" means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Reference Date does not or is not deemed to occur.

"Valuation Time" means (unless otherwise, and to the extent, specified in Part B (general terms) of the applicable Issue Specific Terms):

- (a) in respect of any Unitary Index, (i) for the purposes of determining whether a Market Disruption Event has occurred in respect of (I) any Component, the Scheduled Closing Time on the Exchange in respect of such Component (provided that, if the relevant Exchange closes prior to its Scheduled Closing Time, then the Valuation Time shall be such actual closing time), and (II) any options contracts or futures contracts on such Unitary Index, the close of trading on the Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of such Unitary Index is calculated and published by the Index Sponsor; or
- (b) in respect of any Multi-Exchange Index, (i) for the purposes of determining whether a Market Disruption Event has occurred in respect of (I) any Component, the Scheduled Closing Time on the Exchange in respect of such Component (provided that, if the relevant Exchange closes prior to its Scheduled Closing Time, then the Valuation Time shall be such actual closing time), and (II) any options contracts or futures contracts on such Multi-Exchange Index, the close of trading on the Related Exchange, and (ii) in all other circumstances, the time at which the official closing level of such Multi-Exchange Index is calculated and published by the Index Sponsor.

Annex to General Conditions - FX Linked Provisions

Adjustment, Modification and Disruption Provisions for FX Linked Securities

- 1. Consequences of Non-Calculation Dates**
 - 1.1 Single Currency Pair and Reference Dates
 - 1.2 Single Currency Pair and Averaging Reference Dates
 - 1.3 Currency Pair Basket and Reference Dates – Individual Calculation Date
 - 1.4 Currency Pair Basket and Averaging Reference Dates – Individual Calculation Date
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- 2. Adjustments and Early Redemption**
 - 2.1 Successor Currency
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 - 2.4 Early Redemption
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1. Consequences of Non-Calculation Dates

1.1 Single Currency Pair and Reference Dates

Where the FX Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a single Currency Pair, and, if the Calculation Agent determines that any Scheduled Reference Date in respect of such Currency Pair is not a Calculation Date, then the Reference Date for such Currency Pair shall be the first succeeding Calculation Date, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement in respect of such Currency Pair immediately following such Scheduled Reference Date is not a Calculation Date for such Currency Pair. In that case:

- (a) the FX Business Day which falls such number of FX Business Days equal to the Maximum Days of Postponement after the relevant Scheduled Reference Date shall be deemed to be the Reference Date for such Currency Pair, notwithstanding the fact that such day is not a Calculation Date for such Currency Pair; and
- (b) the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Currency Pair on that FX Business Day, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent pursuant to this paragraph (b) shall be deemed to be the FX Rate in respect of the relevant Reference Date,

provided that:

- (c) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for the relevant Currency Pair shall be the Scheduled Reference Date, notwithstanding the fact that such day is not a Calculation Date for such Currency Pair, and the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Currency Pair on that Reference Date, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent pursuant to this paragraph (c) shall be deemed to be the FX Rate in respect of the relevant Reference Date.

1.2 Single Currency Pair and Averaging Reference Dates

Where the FX Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms relate to a single Currency Pair, and, if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of such Currency Pair is not a Calculation Date and, if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is:

- (a) "**Omission**", then such Scheduled Averaging Reference Date will be deemed not to be a relevant Averaging Reference Date, provided that, if through the operation of this

provision there would not be any Averaging Reference Dates, then the Averaging Reference Date for such Currency Pair shall be the first succeeding FX Business Day following the final Scheduled Averaging Reference Date that the Calculation Agent determines is a Calculation Date for such Currency Pair, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement in respect of such Currency Pair immediately following such final Scheduled Averaging Reference Date is not a Calculation Date for such Currency Pair. In that case:

- (i) the FX Business Day which falls such number of FX Business Days equal to the Maximum Days of Postponement after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Currency Pair, notwithstanding the fact that such day is not a Calculation Date for such Currency Pair; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Currency Pair on that FX Business Day, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the FX Rate in respect of the relevant Averaging Reference Date;
- (b) **"Postponement"**, then the relevant Averaging Reference Date for such Currency Pair shall be the first succeeding FX Business Day following such Scheduled Averaging Reference Date that the Calculation Agent determines is a Calculation Date for such Currency Pair, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement in respect of such Currency Pair immediately following such Scheduled Averaging Reference Date is not a Calculation Date for such Currency Pair. In that case:
- (i) the FX Business Day which falls such number of FX Business Days equal to the Maximum Days of Postponement after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Currency Pair, notwithstanding the fact that such day is not a Calculation Date for such Currency Pair; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Currency Pair on that FX Business Day, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the FX Rate in respect of the relevant Averaging Reference Date;
- (c) **"Modified Postponement"**, then the relevant Averaging Reference Date for such Currency Pair shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the relevant Valuation Time on each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement immediately

following such Scheduled Averaging Reference Date that, but for the occurrence of another Averaging Reference Date or non-Calculation Date for such Currency Pair, would have been the relevant Averaging Reference Date, then:

- (i) the FX Business Day which falls such number of FX Business Days equal to the Maximum Days of Postponement after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Currency Pair, notwithstanding the fact that such day is already an Averaging Reference Date or is not a Calculation Date for such Currency Pair; and
- (ii) the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Currency Pair on that FX Business Day, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the FX Rate in respect of the relevant Averaging Reference Date,

provided that:

- (d) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then the relevant Averaging Reference Date for such Currency Pair shall be the Scheduled Averaging Reference Date, notwithstanding the fact that such day is not a Calculation Date for such Currency Pair, and the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Currency Pair on that Scheduled Averaging Reference Date, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent shall be deemed to be the FX Rate in respect of the relevant Averaging Reference Date; and
- (e) if the Calculation Agent determines that any Scheduled Averaging Reference Date is not a Calculation Date in respect of such Currency Pair and, Part B (general terms) of the applicable Issue Specific Terms do not specify the consequence, then the consequence of "**No Adjustment**" shall apply.

1.3 Currency Pair Basket and Reference Dates – Individual Calculation Date

Where the FX Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Currency Pair Basket and such Issue Specific Terms specify that "**Individual Calculation Date**" applies, and if the Calculation Agent determines that any Scheduled Reference Date in respect of any Basket Currency Pair is not a Calculation Date for such Basket Currency Pair:

- (a) for each other Basket Currency Pair for which the Calculation Agent determines that such Scheduled Reference Date is a Calculation Date, the Reference Date for such Basket Currency Pair shall be such Scheduled Reference Date;

- (b) for each Basket Currency Pair in the Currency Pair Basket for which the Calculation Agent determines that such Scheduled Reference Date is not a Calculation Date, the Reference Date for each such Basket Currency Pair shall be the first succeeding FX Business Day which the Calculation Agent determines is a Calculation Date for each such Basket Currency Pair, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement immediately following such Scheduled Reference Date is not a Calculation Date for any such Basket Currency Pair. In that case:
- (i) the FX Business Day which falls such number of FX Business Days equal to the Maximum Days of Postponement after the relevant Scheduled Reference Date shall be deemed to be the Reference Date for the relevant Basket Currency Pair, notwithstanding the fact that such day is not a Calculation Date for the relevant Basket Currency Pair; and
 - (ii) the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Basket Currency Pair on that FX Business Day, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent pursuant to this paragraph (ii) shall be deemed to be the FX Rate in respect of such Reference Date,

provided that:

- (c) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Currency Pair shall be the Scheduled Reference Date, notwithstanding the fact that such day is not a Calculation Date for one or more such Basket Currency Pairs, and the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for any such Basket Currency Pair on that Reference Date, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent shall be deemed to be the FX Rate in respect of the relevant Reference Date.

1.4 **Currency Pair Basket and Averaging Reference Dates – Individual Calculation Date**

Where the FX Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Currency Pair Basket and if the Calculation Agent determines that any Scheduled Averaging Reference Date in respect of any Basket Currency Pair is not a Calculation Date for such Basket Currency Pair, then:

- (a) if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is "**Omission**", such Scheduled Averaging Reference Date will be deemed not to be a relevant Averaging Reference Date for such Basket Currency Pair, provided that, if through the operation of this provision there would not be any Averaging Reference

Dates for such Basket Currency Pair, then the sole Averaging Reference Date for such Basket Currency Pairs shall be determined by reference to the final Scheduled Averaging Reference Date as follows:

- (i) for each Basket Currency Pair for which the Calculation Agent determines that such final Scheduled Averaging Reference Date is a Calculation Date, the Averaging Reference Date for such Basket Currency Pair shall be such final Scheduled Averaging Reference Date; and
 - (ii) for each Basket Currency Pair for which the Calculation Agent determines that such final Scheduled Averaging Reference Date is not a Calculation Date, the Averaging Reference Date for such Basket Currency Pair shall be the first succeeding FX Business Day following such final Scheduled Averaging Reference Date that the Calculation Agent determines is a Calculation Date in respect of such Basket Currency Pair, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement in respect of such Basket Currency Pair immediately following such final Scheduled Averaging Reference Date is not a Calculation Date for such Basket Currency Pair. In that case:
 - (A) the FX Business Day which falls such number of FX Business Days equal to the Maximum Days of Postponement after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Basket Currency Pair, notwithstanding the fact that such day is not a Calculation Date for such Basket Currency Pair; and
 - (B) the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Basket Currency Pair on that FX Business Day, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the FX Rate in respect of the relevant Averaging Reference Date;
- (b) if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is "**Postponement**", then:
- (i) for each Basket Currency Pair for which the Calculation Agent determines that such Scheduled Averaging Reference Date is a Calculation Date, the Averaging Reference Date for such Basket Currency Pair shall be such Scheduled Averaging Reference Date; and
 - (ii) for each Basket Currency Pair for which the Calculation Agent determines that such Scheduled Averaging Reference Date is not a Calculation Date, the relevant Averaging Reference Date for such Basket Currency Pair shall be the first succeeding FX Business Day following such Scheduled Averaging Reference

Date that the Calculation Agent determines is a Calculation Date for such Basket Currency Pair, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement in respect of such Basket Currency Pair immediately following such Scheduled Averaging Reference Date is not a Calculation Date for such Basket Currency Pair. In that case:

- (A) the FX Business Day which falls such number of FX Business Days equal to the Maximum Days of Postponement after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Basket Currency Pair, notwithstanding the fact that such day is not a Calculation Date for such Basket Currency Pair; and
 - (B) the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Basket Currency Pair on that FX Business Day, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the FX Rate in respect of the relevant Averaging Reference Date;
- (c) if in Part B (general terms) of the applicable Issue Specific Terms the consequence specified is "**Modified Postponement**", then:
- (i) for each Basket Currency Pair for which the Calculation Agent determines that such Scheduled Averaging Reference Date is a Calculation Date, the Averaging Reference Date for such Basket Currency Pair shall be such Scheduled Averaging Reference Date; and
 - (ii) for each Basket Currency Pair for which the Calculation Agent determines that such final Scheduled Averaging Reference Date is not a Calculation Date, the relevant Averaging Reference Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred as of the relevant Valuation Time on each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement immediately following such Scheduled Averaging Reference Date that, but for the occurrence of another Averaging Reference Date or not being a Calculation Date for such Basket Currency Pair, would have been the relevant Averaging Reference Date, then:
 - (A) the FX Business Day which falls such number of FX Business Days equal to the Maximum Days of Postponement after the relevant Scheduled Averaging Reference Date shall be deemed to be the Averaging Reference Date for such Basket Currency Pair, notwithstanding the fact that such day is already an Averaging Reference Date or is not a Calculation Date for such Basket Currency Pair; and

- (B) the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Basket Currency Pair on that FX Business Day, taking into account any relevant market conditions at the time of such determination, and such exchange rate as determined by the Calculation Agent pursuant to this paragraph (B) shall be deemed to be the FX Rate in respect of the relevant Averaging Reference Date,

provided that:

- (d) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Averaging Reference Date for each Basket Currency Pair shall be the Scheduled Averaging Reference Date, notwithstanding the fact that such day is not a Calculation Date for such Basket Currency Pair, and the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Basket Currency Pair on that Averaging Reference Date, taking into account any relevant market conditions at the time of such determination, and such determination by the Calculation Agent shall be deemed to be the FX Rate in respect of the relevant Averaging Reference Date; and
- (e) if the Calculation Agent determines that any Scheduled Averaging Reference Date is not a Calculation Date in respect of any Basket Currency Pair and, Part B (general terms) of the applicable Issue Specific Terms do not specify the consequence, then the consequence of "**No Adjustment**" shall apply.

1.5 **Currency Pair Basket and Reference Dates – Common Calculation Date**

Where the FX Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Currency Pair Basket and such Issue Specific Terms specify that "**Common Calculation Date**" applies, the following provisions shall apply:

- (a) if the Calculation Agent determines that any Scheduled Reference Date is a Common Calculation Date, then the Reference Date for each Basket Currency Pair shall be such Scheduled Reference Date; and
- (b) if the Calculation Agent determines that any Scheduled Reference Date is not a Common Calculation Date, then the Reference Date for each Basket Currency Pair shall be the first succeeding FX Business Day following such Scheduled Reference Date which the Calculation Agent determines is a Common Calculation Date, unless the Calculation Agent determines that each of the consecutive FX Business Days equal in number to the Maximum Days of Postponement immediately following such Scheduled Reference Date is not a Common Calculation Date. In that case:
- (i) the FX Business Day which falls such number of FX Business Days equal to the Maximum Days of Postponement after the relevant Scheduled Reference Date shall be deemed to be such Reference Date for each Basket Currency Pair, notwithstanding the fact that such day is not a Calculation Date for one or more

Basket Currency Pairs, (such Basket Currency Pairs being "**Affected Basket Currency Pairs**" for such Reference Date, and each such Basket Currency Pair being an "**Affected Basket Currency Pair**");

- (ii) for each Basket Currency Pair other than an Affected Basket Currency Pair, the FX Rate for such Currency Pair shall be the official fixing rate for such Currency Pair published by the relevant Fixing Price Sponsor on such FX Business Day, as determined, in its reasonable discretion, by the Calculation Agent; and
- (iii) for each Affected Basket Currency Pair, the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Basket Currency Pair on that FX Business Day, taking into account any relevant market conditions at the time of such determination, and such determination by the Calculation Agent pursuant to this paragraph (iii) shall be deemed to be the FX Rate in respect of the relevant Reference Date,

provided that:

- (c) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Currency Pair shall be the Scheduled Reference Date, and the Calculation Agent shall, in its reasonable discretion, determine the exchange rate for that Basket Currency Pair on that Reference Date, taking into account any relevant market conditions at the time of such determination, and such estimate by the Calculation Agent shall be deemed to be the FX Rate in respect of the relevant Reference Date.

2. Adjustments and Early Redemption

2.1 Successor Currency

If a Base Currency or a Reference Currency is replaced in its function as legal tender of the country or jurisdiction, or of the countries or jurisdictions, which, in each case, support the public authority, institution, or other entity issuing that currency, with another currency or if a Base Currency or a Reference Currency is merged with a different currency into a common currency, the Calculation Agent may determine, in its reasonable discretion, that the affected currency shall be replaced for purposes of the FX Linked Securities with that other or common currency (the "**Successor Currency**"). If it determines appropriate in its reasonable discretion, the Calculation Agent may make any appropriate adjustments, if any, to any one or more of the terms of the FX Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under the FX Linked Securities to account for the replacement of the relevant currency with the Successor Currency, and the Calculation Agent shall determine the effective date of that adjustment. If the Calculation Agent determines in its reasonable discretion that no adjustment it could make under this FX Linked Provision 2.1 would produce a commercially reasonable result, it may direct the Issuer to redeem the FX Linked Securities under FX Linked Provision 2.4 (*Early Redemption*) below.

2.2 Substitute Fixing Price Sponsor

If the FX Rate or any relevant rate or price in respect of the relevant Currency Pair (including a Basket Currency Pair) is or are no longer calculated and published by the Fixing Price Sponsor, but by a different person, company, or institution which the Calculation Agent considers suitable in its reasonable discretion (the "**Substitute Fixing Price Sponsor**"), the FX Rate in respect of a Currency Pair shall be calculated based on the corresponding price calculated and published by the Substitute Fixing Price Sponsor for that Currency Pair. The Calculation Agent is also entitled to replace the Fixing Price Sponsor by a Substitute Fixing Price Sponsor if the Calculation Agent determines in its reasonable discretion that the determination method and/or the relevant concept (including the publication of the relevant rates and prices) for the FX Rate has been materially changed.

If the Calculation Agent determines, in its reasonable discretion, that an entity is not a suitable successor to the Fixing Price Sponsor or there is no suitable successor to the Fixing Price Sponsor available, it may direct the Issuer to redeem the FX Linked Securities under FX Linked Provision 2.4 (*Early Redemption*) below.

2.3 Occurrence of an Additional Disruption Event

If the Calculation Agent has determined, in its reasonable discretion, that any Additional Disruption Event specified as applicable in Part B (general terms) of the applicable Issue Specific Terms has occurred, it may direct the Issuer to redeem the FX Linked Securities in accordance with FX Linked Provision 2.4 (*Early Redemption*) below.

2.4 Early Redemption

If following the occurrence of any of the relevant events listed in FX-Linked Provisions 2.1, 2.2 or 2.3 (*Adjustments and Early Redemption*) above, the Calculation Agent has directed the Issuer to redeem the FX Linked Securities, the Issuer shall, within one month following the occurrence of the relevant event, give notice to Security Holders in accordance with Section 11 (*Notices*) of the General Conditions designating a termination date (the "**Termination Date**"). On the Termination Date, the Issuer shall redeem all, but not some only, of the FX Linked Securities and it shall pay an amount equal to the Termination Amount to each Security Holder in respect of each FX Linked Security held by it. Payment of the Termination Amount will be made in such manner as shall be notified to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions.

3. Administrator/Benchmark Event

If, in respect of an FX Rate, the Calculation Agent determines that, on or prior to any Reference Date or other relevant date, an Administrator/Benchmark Event Date has occurred in respect of such FX Rate and such Administrator/Benchmark Event in its reasonable discretion by the Calculation Agent has a material effect on the FX Linked Securities, then the FX Rate for the relevant date will be the exchange rate determined by reference to the Alternative Price Source(s)

specified in the relevant Final Terms for such FX Rate (the "**Fallback Reference Rate**"), provided that if no Fallback Reference Rate is specified in the relevant Final Terms, or the Calculation Agent determines that:

- (a) it (i) is or would be unlawful at any time under any applicable law or regulation, or (ii) would contravene any applicable licensing requirements, for the Calculation Agent to perform the actions prescribed in these Conditions (or it would be unlawful or would contravene those licensing requirements if a determination were to be made at such time); or
- (b) the first paragraph above would not achieve a commercially reasonable result for any of the Issuer, the Calculation Agent or the Security Holders,

it may direct the Issuer to redeem the Securities in accordance with FX-Linked Provision 2.4 (*Early Redemption*) above.

4. Definitions

"**Additional Disruption Events**" means a Change in Law, a Hedging Disruption or an Increased Cost of Hedging (each an "**Additional Disruption Event**") specified as such in the relevant Final Terms.

"**Administrator/Benchmark Event**" means, in respect of an FX Rate, the occurrence or existence, as determined by the Calculation Agent, of any of the following events in respect of such FX Rate:

- (a) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of an FX Rate or the administrator or sponsor of an FX Rate has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, or any prohibition by a relevant competent authority or other relevant official body, in each case with the effect that the Issuer and/or the Calculation Agent (as applicable) and/or any other relevant entity is not, or will not be, permitted under any applicable law or regulation to use the FX Rate to perform its or their respective obligations under the FX Linked Securities; or
- (b) any material change to the methodology or formula for the FX Rate or any other means of calculating the FX Rate, as determined by the Calculation Agent ("**Material Methodology Change Event**").

"**Administrator/Benchmark Event Date**" means, in respect of an FX Rate, the date determined by the Calculation Agent to be:

- (a) in the case of paragraph (a) of the definition of "Administrator/Benchmark Event", the date from which the FX Rate may no longer be used under any applicable law or regulation

by Issuer and/or the Calculation Agent (as applicable) and/or any other relevant entity to perform its or their respective obligations under the Securities; or

- (b) in the case of paragraph (b) of the definition of "Administrator/Benchmark Event", the date on which the change to the methodology or formula for the FX Rate becomes effective

or, in each case, if such date occurs before the Initial Valuation Date, the Initial Valuation Date.

"**Affected Basket Currency Pair**" and "**Affected Basket Currency Pairs**" have the meaning given thereto in FX Linked Provision 1.5(b)(i) (*Currency Pair Basket and Reference Dates – Common Calculation Date*).

"**Base Currency**" has the meaning given in Part B (general terms) of the applicable Issue Specific Terms.

"**Base Country**" means the country or jurisdiction, or a group of countries or jurisdictions, which support the public authority, institution or other entity issuing the Base Currency, as determined, in its reasonable discretion, by the Calculation Agent.

"**Basket Currency Pair**" and "**Basket Currency Pairs**" means each Currency Pair which is a component of a Currency Pair Basket, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Bloomberg Page**" means, in respect of a Currency Pair and any designated page, the display page so designated on the Bloomberg[®] service (or such other page as may replace that page on that service (or replace such services) for the purpose of displaying a currency exchange rate in respect of that Currency Pair, as determined, in its reasonable discretion, by the Calculation Agent).

"**Calculation Date**" means, unless otherwise specified in the applicable Issue Specific Terms, in respect of a Currency Pair, either (i) a Publication Calculation Date or (ii) a Transaction Calculation Date, as specified in Part B (general terms) of the applicable Issue Specific Terms, in each case on which no FX Disruption Event has occurred or is continuing.

"**Change in Law**" means that on or after the Issue Date, due to (i) the adoption or announcement of or any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that the Issuer and/or any of its affiliates will incur a materially increased cost in performing its obligations under the FX Linked Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"**Calculation Hours**" has the meaning given in Part B (general terms) of the applicable Issue Specific Terms.

"Common Calculation Date" means, in respect of Basket Currency Pairs, each day which is a Calculation Date for all Basket Currency Pairs.

"Currency Pair" means, in respect of any FX Linked Security, the Reference Currency and the Base Currency specified in Part B (general terms) of the applicable Issue Specific Terms.

"Currency Pair Basket" means a basket composed of Currency Pairs specified in Part B (general terms) of the applicable Issue Specific Terms.

"Fixing Price Sponsor" means, in respect of a Currency Pair, the entity specified in Part B (general terms) of the applicable Issue Specific Terms (or its successor or replacement, as determined, in its reasonable discretion, by the Calculation Agent) and, if not specified, the corporation or other entity that, as determined, in its reasonable discretion, by the Calculation Agent, is responsible for setting the official fixing rate for such Currency Pair.

"FX Business Day" means, unless otherwise specified in the applicable Issue Specific Terms, in respect of an FX Rate, each day (other than Saturday or Sunday) on which commercial banks are open for business (including dealings in foreign exchange in accordance with the practice of the foreign exchange market) in the principal financial centre of the Reference Currency and the Base Currency, and to the extent that the Reference Currency or the Base Currency is euro, a day that is also a TARGET Settlement Day.

"FX Disruption Event" means the occurrence of any of the following events:

- (a) *Dual Exchange Rate Event*: Any relevant currency exchange rate relevant to determine the FX Rate for a Currency Pair splits into dual or multiple currency exchange rates;
- (b) *Inconvertibility Event*: An event has occurred in or affecting any jurisdiction that generally makes it impossible to convert any Reference Currency into the Base Currency, or the Base Currency to the Reference Currency, through customary legal channels;
- (c) *Non-Transferability Event*: An event has occurred in or affecting any Reference Country or Base Country that generally makes it impossible to deliver (i) the Base Currency from accounts inside the Reference Country to accounts outside the Reference Country or (ii) the Base Currency between accounts inside the Reference Country for the Reference Currency or to a party that is a non-resident of the Reference Country;
- (d) *Governmental Authority Default*: A default, event of default, or other similar condition or event (however described) with respect to any security or indebtedness for borrowed money of, or guaranteed by, any Governmental Authority, including, but not limited to, (i) the failure of timely payment in full of any principal, interest, or other amounts due (without giving effect to any applicable grace periods) in respect of any such security, indebtedness, or guarantee, (ii) a declared moratorium, standstill, waiver, deferral, repudiation, challenge of the validity, or rescheduling of any principal, interest, or other amounts due in respect of any such security, indebtedness, or guarantee, or (iii) the amendment or modification of the terms and conditions of payment of any principal,

interest, or other amounts due in respect of any such security, indebtedness, or guarantee without the consent of all holders of such obligation. For these purposes, the determination of the existence or occurrence of any default, event of default, or other similar condition or event shall be made without regard to any lack or alleged lack of authority or capacity of such Governmental Authority to issue or enter into such security, indebtedness, or guarantee.;

- (e) *Exchange Rate Unavailability or Illiquidity Event*: It is or becomes impossible or not reasonably practicable for the Calculation Agent or its affiliates to obtain any relevant currency exchange rate relevant to determine the FX Rate for a Currency Pair from the source typically used for that rate, or to obtain a firm quote for that currency exchange rate;
- (f) *Nationalisation Event*: Any expropriation, confiscation, requisition, nationalisation or other action by a relevant governmental authority which deprives the Issuer or its affiliates of all or substantially all of its assets in any relevant jurisdiction;
- (g) *Currency Merger*: If a relevant currency ceases to exist and is replaced by a new currency;
- (h) *Banking restrictions*: Any suspension or a material restriction of banking transactions in the Reference Country or the Base Country;
- (i) *Trading Restrictions*: the suspension or a material restriction of trading:
 - (i) in the relevant Reference Currency or Base Currency;
 - (ii) in futures or option contracts in respect to the relevant Reference Currency or Base Currency on any relevant futures exchange where such contracts are usually traded;
 - (iii) due to the order of a public authority or of any relevant futures exchange or due to a moratorium for banking transactions in the country in which the futures exchanges is domiciled; or
 - (iv) due to other circumstances that are comparable to the aforementioned circumstances;
- (j) *Transaction restrictions*: Public or other governmental measures in the Reference Country or the Base Country, or their announcement, through which Goldman Sachs is negatively affected in its ability to enter into or hold transactions in the relevant Reference Currency or Base Currency;
- (k) *Cross-rate disruption*: In the case that the determination of the relevant Currency Pair by way of a cross rate calculation, the suspension or restriction of foreign exchange trading in at least one of the currencies of the currency pairs used for the cross rate calculation (including options or futures contracts) and/or the restriction of the

convertibility of the currencies or currency pairs and/or the economic impossibility to obtain a conversion rate for any relevant currencies;

- (l) *Pricing disruption*: The occurrence of an event, which according to the determination by the Calculation Agent disrupts or negatively affects the general capability of market participants:
- (i) to determine market values of the relevant Reference Currency or Base Currency; or
 - (ii) to carry out transactions with futures or option contracts in respect to the relevant Reference Currency or Base Currency on any relevant futures exchange where such contracts are usually traded, or to determine market values for such contracts there; or
- (m) *Currency unavailability*: The continuing occurrence of an event where the Issuer is obliged to make any payment under the Securities in a currency other than U.S. dollars and such currency or any successor currency is not available to the Issuer due to circumstances beyond the control of the Issuer and its affiliates (including, without limitation, due to the imposition of exchange controls or a disruption in the relevant currency markets), as determined by the Calculation Agent;
- (n) *Other disruptions*: any other events which are economically comparable to the events set out in paragraphs (a) to (n) above.

"FX Linked Securities" means Securities specified as "FX Linked Securities" in Part B (general terms) of the applicable Issue Specific Terms.

"FX Rate" means the exchange rate of one currency for another currency expressed as a number of units of Reference Currency per unit of Base Currency.

"Governmental Authority" means any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative, executive, legislative or other governmental authority, or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of a Reference Country (which with respect to the Euro shall include the European Union as well as any member state thereof from time to time whose currency is the Euro).

"Hedging Disruption" means, in respect of any FX Linked Securities, that the Hedging Entity is unable, wholly or partially, or it is or has become not reasonably practicable, or it has otherwise become undesirable, for any reason, for the Hedging Entity, wholly or partially, after using commercially reasonable efforts and reasonable discretion, to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary or desirable to hedge the Hedging Entity's obligations in respect of the relevant FX Linked Securities or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), as determined by the Issuer.

"Hedging Entity" means the Calculation Agent or another member of the Goldman Sachs Group.

"Hedge Positions" means any arrangements entered into by the Hedging Entity at any time in order to hedge the payment obligations of the Issuer, on an individual or on a portfolio basis, under the FX Linked Securities including, without limitation, any acquisition, purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, future, foreign exchange or derivatives, (b) stock loan transactions or (c) any other instruments or arrangements (howsoever described).

"Increased Cost of Hedging" means that the Hedging Entity would incur materially increased costs (as compared with circumstances existing on the Issue Date), including, without limitation, increased tax (including any potential tax which the Calculation Agent considers may arise), duty, expense or fee (other than brokerage commissions) to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Hedging Entity's obligations with respect to the 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 Hedging Entity shall not be deemed an Increased Cost of Hedging.

"Maximum Days of Postponement" means five FX Business Days or such other number of FX Business Days (or other type of days) specified in Part B (general terms) of the applicable Issue Specific Terms.

"Modified Postponement" has the meaning given thereto in FX Linked Provision 1.2(c) (*Single Currency Pair and Averaging Reference Dates*) or FX Linked Provision 1.4(c) (*Currency Pair Basket and Averaging Reference Dates – Individual Calculation Date*), as the case may be.

"No Adjustment" has the meaning given thereto in FX Linked Provision 1.1(c) (*Single Currency Pair and Reference Dates*), FX Linked Provision 1.2(d) (*Single Currency Pair and Averaging Reference Dates*), FX Linked Provision 1.3(c) (*Currency Pair Basket and Reference Dates – Individual Calculation Date*), FX Linked Provision 1.4(d) (*Currency Pair Basket and Averaging Reference Dates – Individual Calculation Date*) or FX Linked Provision 1.5(c) (*Currency Pair Basket and Reference Dates – Common Calculation Date*), as the case may be.

"Omission" has the meaning given thereto in FX Linked Provision 1.2(a) (*Single Currency Pair and Averaging Reference Dates*) or FX Linked Provision 1.4(a) (*Currency Pair Basket and Averaging Reference Dates – Individual Calculation Date*), as the case may be.

"Postponement" has the meaning given thereto in FX Linked Provision 1.2(b) (*Single Currency Pair and Averaging Reference Dates*) or FX Linked Provision 1.4(b) (*Currency Pair Basket and Averaging Reference Dates – Individual Calculation Date*), as the case may be.

"Publication Calculation Date" means, in respect of a Currency Pair, each day on which the Fixing Price Sponsor publishes the official fixing rate for such Currency Pair, as determined, in its reasonable discretion, by the Calculation Agent.

"Reference Country" means the country or jurisdiction, or a group of countries or jurisdictions, which support the public authority, institution or other entity issuing the Reference Currency, as determined, in its reasonable discretion, by the Calculation Agent.

"Reference Date" means each Scheduled Reference Date, as adjusted in accordance with these FX Linked Provisions.

"Reference Dealers" means four leading dealers in the relevant foreign exchange market, as determined, in its reasonable discretion, by the Calculation Agent.

"Reuters Screen" means, in respect of a Currency Pair and any designated page, the display page so designated on the Reuters Monitor Money Rates Service (or such other page as may replace that page on that service (or replace such services) for the purpose of displaying a currency exchange rate in respect of that Currency Pair, as determined, in its reasonable discretion, by the Calculation Agent).

"Scheduled Averaging Date" means, in respect of a Currency Pair, any original date that, but for such day not being a Calculation Date for such Currency Pair, would have been an Averaging Date.

"Scheduled Averaging Reference Date" means, in respect of a Currency Pair, each Scheduled Reference Date, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Scheduled Reference Date" means, in respect of the FX Linked Security, the Final Valuation Date and/or any other date specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Screen Page" means, in respect of a Currency Pair, the Reuters Screen, the Bloomberg Page or such other pricing source as specified in Part B (general terms) of the applicable Issue Specific Terms.

"TARGET Settlement Day" means any day on which the real-time gross settlement system, or any successor system thereto (T2), is open.

"Transaction Calculation Date" means, in respect of a Currency Pair, each day (a) on which transactions in such Currency Pair are occurring in the global foreign exchange spot markets, as determined, in its reasonable discretion, by the Calculation Agent, and (b) which is a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in the principal financial centres of the Reference Currency and the Base Currency, and to the extent that the Reference Currency or the Base Currency is euro, a day that is also a TARGET Settlement Day.

"Termination Amount" means an amount in respect of each FX Linked Security which is determined by the Calculation Agent in its reasonable discretion as a fair market price of that FX Linked Security immediately prior to the Termination Date, taking into account the remaining time value of the relevant FX Linked Security. When determining the Termination

Amount, the Calculation Agent may, *inter alia*, also consider the probability of default of the Issuer or of the Guarantor based on the credit spreads quoted on the market or on the yields of bonds of the Issuer or of the Guarantor that are traded with sufficient liquidity at the time of determining the Termination Amount. In relation to Italian Listed Securities (to the extent required by the relevant regulated market and/or multilateral trading facility), the Termination Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements as determined by the Calculation Agent.

"Underlying Price" means the price determined as set out in the Issue Specific Terms.

"Valid Date" means a calendar day on which an FX Disruption Event has not occurred and on which another Averaging Reference Date does not or is not deemed to occur.

"Valuation Time" means, in respect of a Currency Pair, each time specified as such in Part B (general terms) of the applicable Issue Specific Terms.

Annex to General Conditions - Commodity Linked Provisions

Adjustment, Modification and Disruption Provisions for Commodity Linked Securities

1. Consequences of Non-Scheduled Commodity Business Days, Non-Common Scheduled Commodity Business Days or Disrupted Days

- 1.1 Single Commodity and Reference Dates
- 1.2 Commodity Basket and Reference Dates – Individual Scheduled Commodity Business Day and Individual Disrupted Day
- 1.3 Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day
- 1.4 Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day and Common Disrupted Day

2. Successor Entity calculates and reports a Commodity Reference Price

3. Corrections to Published Commodity Reference Prices

4. Fallback Valuation Date for a Single Commodity or Commodity Basket

5. Consequences of Disrupted Days and Disruption Events in respect of a Commodity Index

6. Adjustments for a Commodity Index

- 6.1 Successor Commodity Index Sponsor or Successor Commodity Index
- 6.2 Occurrence of a Commodity Index Adjustment Event

7. Corrections to published Closing Level in respect of a Commodity Index

8. Adjustments, Additional Disruption Events and Change in Law

- 8.1 Adjustments following Additional Disruption Events
- 8.2 Change of applicable Law

9. Early Redemption

10. General Definitions

1. Consequences of Non-Scheduled Commodity Business Days, Non-Common Scheduled Commodity Business Days or Disrupted Days

1.1 Single Commodity and Reference Dates

Where the Commodity Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a single Commodity, and

- (a) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of any Commodity is a Scheduled Commodity Business Day that is not a Disrupted Day for such Commodity, then the Reference Date for such Commodity shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of such Commodity is not a Scheduled Commodity Business Day, then the Reference Date in respect of such Commodity shall, subject to paragraph (c) below, be the first succeeding day that is a Scheduled Commodity Business Day for such Commodity;
- (c) if the Calculation Agent determines that the Reference Date in respect of such Commodity is a Disrupted Day and, if in Part B (general terms) of the applicable Issue Specific Terms the consequence ("**Disruption Fallback**") specified is:
 - (i) "**Calculation Agent Determination**", then the Calculation Agent will, in its reasonable discretion, determine the Underlying Price (or a method for determining an Underlying Price), taking into consideration the latest available quotation for the relevant Commodity Reference Price, the relevant market conditions at the time of the relevant determination and any other information that it deems relevant on such Reference Date;
 - (ii) "**Delayed Publication or Announcement**", then the Underlying Price for that Reference Date will be determined by the Calculation Agent, acting in its reasonable discretion, on the basis of the Specified Price (or, if there is no Specified Price for a Commodity Reference Price, such Commodity Reference Price) in respect of such Reference Date that is published or announced by the Price Source retrospectively on the first succeeding Scheduled Commodity Business Day that the Calculation Agent determines, in its reasonable discretion, is not a Disrupted Day, unless the Calculation Agent determines, acting in its reasonable discretion, that either (A) each of the consecutive Scheduled Commodity Business Days in a number equal to the Maximum Days of Disruption immediately following such Reference Date is a Disrupted Day or (B) the Underlying Price continues to be unavailable for such number of Scheduled Commodity Business Days equal to the Maximum Days of Disruption immediately following such Reference Date. In that case, the next Disruption Fallback specified in Part B (general terms) of the applicable Issue Specific Terms will apply, or, if no such Disruption Fallback is specified, the Underlying Price will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*;

- (iii) "**Fallback Reference Dealers**", then the Underlying Price will be determined in accordance with the Commodity Reference Price, "**Commodity — Reference Dealers**";
- (iv) "**Fallback Reference Price**", then the Calculation Agent will, in its reasonable discretion, determine the Underlying Price based on the price for that Reference Date of the first alternate Commodity Reference Price, if any, specified in Part B (general terms) of the applicable Issue Specific Terms. If such alternate Commodity Reference Price is not available on that Reference Date, the next Disruption Fallback specified in Part B (general terms) of the applicable Issue Specific Terms will apply, or, if no such Disruption Fallback is specified, the Underlying Price for the Reference Date will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*; or
- (v) "**Postponement**", then the Reference Date for such Commodity shall be postponed to the first succeeding Scheduled Commodity Business Day that the Calculation Agent determines is not a Disrupted Day, unless the Calculation Agent determines that each of the consecutive Scheduled Commodity Business Days equal in number to the Maximum Days of Disruption immediately following such Reference Date is a Disrupted Day. In that case:
 - (A) the Scheduled Commodity Business Day which falls such number of Scheduled Commodity Business Days equal to the Maximum Days of Disruption immediately following the Reference Date shall be deemed to be the Reference Date for such Commodity, notwithstanding the fact that such day is a Disrupted Day; and
 - (B) the Underlying Price for the Reference Date will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*;

provided that:

- (vi) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for the relevant Commodity shall be the Scheduled Reference Date, notwithstanding that such Scheduled Reference Date is not a Scheduled Commodity Business Day or is a Disrupted Day, and the Underlying Price shall be determined in accordance with the 'Calculation Agent Determination' provisions above on each such Reference Date, *mutatis mutandis*, and such determination by the Calculation Agent shall, in respect of such Reference Date, be deemed to be the Underlying Price in respect of the relevant Reference Date;
- (d) Part B (general terms) of the applicable Issue Specific Terms may provide that one or more of the Disruption Fallbacks may apply to any Reference Date, and that such applicable Disruption Fallbacks may apply concurrently or sequentially, in such manner as specified in Part B (general terms) of the applicable Issue Specific Terms;

- (e) if Part B (general terms) of the applicable Issue Specific Terms provide that both "**Delayed Publication or Announcement**" and "**Postponement**" shall be applicable Disruption Fallbacks for a Reference Date, then, unless otherwise specified in Part B (general terms) of the applicable Issue Specific Terms, both such Disruption Fallbacks are to operate concurrently with the other and each shall be subject to the applicable Maximum Days of Disruption provisions, and the price determined by Postponement will be the Underlying Price only if Delayed Publication or Announcement does not yield an Underlying Price at any time within the period of Scheduled Commodity Business Days equal to the Maximum Days of Disruption following the relevant Reference Date; and
- (f) if the Calculation Agent determines that any Reference Date is a Disrupted Day in respect of such Commodity and, Part B (general terms) of the applicable Issue Specific Terms do not specify a Disruption Fallback, then the Disruption Fallback of "**Postponement**" (with five (5) Scheduled Commodity Business Days as the Maximum Days of Disruption) will be deemed to have been specified.

1.2 Commodity Basket and Reference Dates – Individual Scheduled Commodity Business Day and Individual Disrupted Day

Where the Commodity Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms relate to a Commodity Basket and such Issue Specific Terms specify that "**Basket Valuation (Individual Scheduled Commodity Business Day and Individual Disrupted Day)**" applies, then:

- (a) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of any Basket Commodity is a Scheduled Commodity Business Day that is not a Disrupted Day for such Basket Commodity, then the Reference Date for such Basket Commodity shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of any Basket Commodity is not a Scheduled Commodity Business Day for such Basket Commodity, then the Reference Date in respect of such Basket Commodity shall, subject to paragraph (c) below, be the first succeeding day that is a Scheduled Commodity Business Day for such Basket Commodity;
- (c) if the Calculation Agent determines, acting in its reasonable discretion, that the Reference Date for any Basket Commodity is a Disrupted Day for such Basket Commodity, then, if in Part B (general terms) of the applicable Issue Specific Terms the consequence ("**Disruption Fallback**") for such Basket Commodity specified is:
 - (i) "**Calculation Agent Determination**", then the Calculation Agent will, in its reasonable discretion, determine the Underlying Price (or a method for determining an Underlying Price), taking into consideration the latest available quotation for the relevant Commodity Reference Price, the relevant market

conditions at the time of determination and any other information that it deems relevant on such Reference Date;

- (ii) **"Delayed Publication or Announcement"**, then the Underlying Price for such Reference Date will be determined on the basis of the Specified Price (or, if there is no Specified Price for a Commodity Reference Price, such Commodity Reference Price) in respect of such Reference Date that is published or announced by the Price Source retrospectively on the first succeeding Scheduled Commodity Business Day that the Calculation Agent determines is not a Disrupted Day in respect of such Basket Commodity, unless the Calculation Agent determines, acting in its reasonable discretion, that either (A) each of the consecutive Scheduled Commodity Business Days of a number equal to the Maximum Days of Disruption immediately following such Reference Date is a Disrupted Day or (B) the Underlying Price continues to be unavailable for a number of consecutive Scheduled Commodity Business Days equal to the Maximum Days of Disruption immediately following such Reference Date. In that case, the next Disruption Fallback specified in Part B (general terms) of the applicable Issue Specific Terms will apply, or, if no such Disruption Fallback is specified, the Underlying Price will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*;
- (iii) **"Fallback Reference Dealers"**, then the Underlying Price will be determined in accordance with the Commodity Reference Price, **"Commodity — Reference Dealers"**;
- (iv) **"Fallback Reference Price"**, then the Calculation Agent will, in its reasonable discretion, determine the Underlying Price based on the price for that Reference Date of the first alternate Commodity Reference Price, if any, specified in Part B (general terms) of the applicable Issue Specific Terms that the Calculation Agent determines is not a Disrupted Day in respect of such Basket Commodity. If such alternate Commodity Reference Price is not available on that Reference Date, the next Disruption Fallback specified in Part B (general terms) of the applicable Issue Specific Terms will apply, or, if no such Disruption Fallback is so specified, the Underlying Price for the Reference Date will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*; or
- (v) **"Postponement"**, then the Reference Date for such Basket Commodity shall be postponed to the first succeeding Scheduled Commodity Business Day that the Calculation Agent determines is not a Disrupted Day in respect of such Basket Commodity, unless the Calculation Agent determines, acting in its reasonable discretion, that each of the consecutive Scheduled Commodity Business Days equal in number to the Maximum Days of Disruption in respect of such Basket Commodity immediately following such Reference Date is a Disrupted Day for such Basket Commodity. In that case:

- (A) the Scheduled Commodity Business Day which falls such number of Scheduled Commodity Business Days equal to the Maximum Days of Disruption immediately following the Reference Date shall be deemed to be the Reference Date for such Basket Commodity, notwithstanding the fact that such day may, or may not, be a Disrupted Day for such Basket Commodity; and
- (B) the Underlying Price for the Reference Date will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*;

provided that:

- (vi) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Commodity shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Commodity Business Day or is a Disrupted Day for any Basket Commodity, and the Underlying Price shall be determined in accordance with the 'Calculation Agent Determination' provisions above on such Reference Date, *mutatis mutandis*, and such determination by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date;
- (d) Part B (general terms) of the applicable Issue Specific Terms may provide that one or more of the Disruption Fallbacks may apply to any Reference Date, and that such applicable Disruption Fallbacks may apply concurrently or sequentially, in such manner as specified in Part B (general terms) of the applicable Issue Specific Terms;
- (e) if Part B (general terms) of the applicable Issue Specific Terms provide that both "**Delayed Publication or Announcement**" and "**Postponement**" shall be applicable Disruption Fallbacks for a Reference Date, then, unless otherwise specified in Part B (general terms) of the applicable Issue Specific Terms, both such Disruption Fallbacks are to operate concurrently with the other and each shall be subject to the applicable Maximum Days of Disruption, and the price determined by Postponement will be the Underlying Price only if Delayed Publication or Announcement does not yield an Underlying Price within at any time the period of Scheduled Commodity Business Days equal to the Maximum Days of Disruption following the relevant Reference Date; and
- (f) if the Calculation Agent determines, acting in its reasonable discretion, that any Reference Date is a Disrupted Day in respect of any Basket Commodity and, Part B (general terms) of the applicable Issue Specific Terms do not specify a Disruption Fallback, then the Disruption Fallback of "**Postponement**" (with five (5) Scheduled Commodity Business Days as the Maximum Days of Disruption) will be deemed to have been specified.

1.3 Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day

Where the Commodity Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Commodity Basket and such Issue Specific Terms specify that "**Basket Valuation (Common Scheduled Commodity Business Day but Individual Disrupted Day)**" applies, the following provisions shall apply:

- (a) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date is a Common Scheduled Commodity Business Day that is not a Disrupted Day for each Basket Commodity, then the Reference Date for each Basket Commodity shall be such Scheduled Reference Date;
- (b) if any Scheduled Reference Date is not a Common Scheduled Commodity Business Day, then the Reference Date for each Basket Commodity shall, subject to paragraph (c) below), be the first succeeding Common Scheduled Commodity Business Day following such Scheduled Reference Date;
- (c) if the Calculation Agent determines, acting in its reasonable discretion, that any Reference Date is a Common Scheduled Commodity Business Day but is a Disrupted Day for one or more Basket Commodities, then the following provisions shall apply:
 - (i) if the Calculation Agent determines, acting in its reasonable discretion, that such Common Scheduled Commodity Business Day is not a Disrupted Day for a Basket Commodity, then the Reference Date for each Basket Commodity shall be such Common Scheduled Commodity Business Day;
 - (ii) if the Calculation Agent determines, acting in its reasonable discretion, that such Common Scheduled Commodity Business Day is a Disrupted Day for a Basket Commodity (any such Basket Commodities being "**Affected Basket Commodities**", and each such Basket Commodity being an "**Affected Basket Commodity**"), then, if in Part B (general terms) of the applicable Issue Specific Terms the consequence ("**Disruption Fallback**") for such Affected Basket Commodity specified is:
 - (A) "**Calculation Agent Determination**", then the Calculation Agent will, in its reasonable discretion, determine the Underlying Price (or a method for determining an Underlying Price), for such Affected Basket Commodity taking into consideration the latest available quotation for the relevant Commodity Reference Price, the relevant market conditions at the time of determination and any other information that it deems relevant on such Reference Date;
 - (B) "**Delayed Publication or Announcement**", then the Underlying Price for a Reference Date for such Affected Basket Commodity will be determined on the basis of the Specified Price (or, if there is no Specified Price for a Commodity Reference Price, such Commodity Reference Price) in respect of such Reference Date that is published or announced by the Price Source

retrospectively on the first succeeding Scheduled Commodity Business Day that the Calculation Agent determines is not a Disrupted Day in respect of such Affected Basket Commodity, unless the Calculation Agent determines, acting in its reasonable discretion, that either (A) each of the consecutive Scheduled Commodity Business Days equal in number to the Maximum Days of Disruption in respect of such Affected Basket Commodity immediately following such Reference Date is a Disrupted Day or (B) the Underlying Price continues to be unavailable for a period of Scheduled Commodity Business Days equal in number to the Maximum Days of Disruption following the relevant Referenced Date. In that case, the next Disruption Fallback specified in Part B (general terms) of the applicable Issue Specific Terms will apply, or, if no such Disruption Fallback is specified, the Underlying Price will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*;

- (C) **"Fallback Reference Dealers"**, then the Underlying Price will be determined in accordance with the Commodity Reference Price, **"Commodity — Reference Dealers"**;
- (D) **"Fallback Reference Price"**, then the Calculation Agent will, in its reasonable discretion, determine the Underlying Price for such Affected Basket Commodity based on the price for that Reference Date of the first alternate Commodity Reference Price, if any, specified in Part B (general terms) of the applicable Issue Specific Terms. If such alternate Commodity Reference Price is not available on that Reference Date, the next Disruption Fallback specified in Part B (general terms) of the applicable Issue Specific Terms will apply, or, if no such Disruption Fallback so is specified, the price for the Reference Date will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*; or
- (E) **"Postponement"**, then the Reference Date for such Affected Basket Commodity shall be postponed to the first succeeding Scheduled Commodity Business Day that the Calculation Agent determines is not a Disrupted Day in respect of such Affected Basket Commodity, unless the Calculation Agent determines, acting in its reasonable discretion, that each of the consecutive Scheduled Commodity Business Days equal in number to the Maximum Days of Disruption in respect of such Affected Basket Commodity immediately following the Reference Date is a Disrupted Day for such Affected Basket Commodity. In that case:
 - (1) the Scheduled Commodity Business Day which falls such number of Scheduled Commodity Business Days after the Reference Date equal to the Maximum Days of Disruption shall be deemed to be the Reference Date for such Affected Basket Commodity,

notwithstanding the fact that such day is a Disrupted Day for such Affected Basket Commodity; and

- (2) the Underlying Price for the Reference Date will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*;

provided that:

- (F) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Commodity shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Common Scheduled Commodity Business Day or is a Disrupted Day for such Basket Commodity, and the Underlying Price shall be determined in accordance with the 'Calculation Agent Determination' provisions above on such Reference Date, *mutatis mutandis*, and such determination by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date;
- (d) Part B (general terms) of the applicable Issue Specific Terms may provide that one or more of the Disruption Fallbacks may apply to any Reference Date, and that such applicable Disruption Fallbacks may apply concurrently or sequentially, in such manner as specified in Part B (general terms) of the applicable Issue Specific Terms;
- (e) if Part B (general terms) of the applicable Issue Specific Terms provide that both "**Delayed Publication or Announcement**" and "**Postponement**" shall be applicable Disruption Fallbacks for a Scheduled Reference Date, then, unless otherwise specified in Part B (general terms) of the applicable Issue Specific Terms, both such Disruption Fallbacks are to operate concurrently with the other and each shall be subject to the applicable Maximum Days of Disruption, and the price determined by Postponement will be the Underlying Price only if Delayed Publication or Announcement does not yield an Underlying Price at any time within the period of Common Scheduled Commodity Business Days equal to the Maximum Days of Disruption following the relevant Scheduled Reference Date; and
- (f) if the Calculation Agent determines, acting in its reasonable discretion, that any Reference Date is a Disrupted Day in respect of any Basket Commodity and, Part B (general terms) of the applicable Issue Specific Terms do not specify a Disruption Fallback, then the Disruption Fallback of "**Postponement**" (with five (5) Scheduled Commodity Business Days as the Maximum Days of Disruption) will be deemed to have been specified.

1.4 **Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day and Common Disrupted Day**

Where the Commodity Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Commodity Basket and such Issue Specific Terms specify

that "**Basket Valuation (Common Scheduled Commodity Business Day and Common Disrupted Day)**" applies, the following provisions shall apply:

- (a) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date is a Common Scheduled Commodity Business Day that is not a Disrupted Day for each Basket Commodity, then the Reference Date for each Basket Commodity shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date is not a Common Scheduled Commodity Business Day or is a Disrupted Day for one or more Basket Commodities, then the Reference Date for each Basket Commodity shall be the first succeeding Common Scheduled Commodity Business Day following such Scheduled Reference Date which the Calculation Agent determines is not a Disrupted Day for each Basket Commodity, unless the Calculation Agent determines, acting in its reasonable discretion, that each of the consecutive Common Scheduled Commodity Business Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Reference Date is a Disrupted Day for one or more Basket Commodities. In that case:
 - (i) the Common Scheduled Commodity Business Day which falls such number of Common Scheduled Commodity Business Days equal to the Maximum Days of Disruption following the Scheduled Reference Date shall be deemed to be the Reference Date for each Basket Commodity, notwithstanding the fact that such day may or may not be a Disrupted Day for one or more Basket Commodities;
 - (ii) for each Basket Commodity, the Underlying Price shall be determined, in its reasonable discretion, by the Calculation Agent on that Reference Date, taking into consideration the latest available quotation for each of the relevant Commodity Reference Prices, the relevant market conditions at the time of determination and any other information that the Calculation Agent deems relevant on such Reference Date;

provided that:

- (iii) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Commodity shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Commodity Business Day or is a Disrupted Day for such Basket Commodity, and the Underlying Price for the relevant Reference Date shall be determined by the Calculation Agent, in its reasonable discretion, taking into consideration the latest available quotation for the relevant Commodity Reference Price, the relevant market conditions at the time of determination and any other information that it deems appropriate.

2. Successor Entity calculates and reports a Commodity Reference Price

If in respect of any relevant Reference Date or any Calculation Date, either a Commodity Reference Price is (i) not announced or published by the Price Source but is calculated and

announced by a successor entity acceptable to the Calculation Agent or (ii) replaced by a successor commodity price calculated using, as determined, in its reasonable discretion, by the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of such Commodity Reference Price, then in each case, such price as so calculated will be deemed to be the Commodity Reference Price.

If the Calculation Agent determines, in its reasonable discretion, that either (A) the relevant successor entity is no acceptable as aforesaid, or (B) that the new Commodity Reference Price is not suitable or would not otherwise produce a commercially reasonable result, it may direct the Issuer to redeem the Commodity Linked Securities under Commodity Linked Provision 9 (*Early Redemption*) below.

3. Corrections to published Commodity Reference Prices

If a Commodity Reference Price published or announced on a given day and used or to be used by the Calculation Agent to determine any Underlying Price or other amount on any Reference Date is subsequently corrected and the correction is published or announced by the Trading Facility or any other person responsible for such publication or announcement by the second Business Day prior to the date on which any payment is due in respect of the relevant publication or announcement, such corrected price shall be the Commodity Reference Price, and the Calculation Agent, to the extent it deems necessary, may make appropriate adjustments to any of the terms of the Commodity Linked Securities to account for such correction, provided that, if a Correction Cut-off Date has been specified as applicable in Part B (general terms) of the applicable Issue Specific Terms, corrections published after such Correction Cut-off Date will be disregarded by the Calculation Agent for the purposes of determining or calculating any relevant amount, and/or whether any event specified in Part B (general terms) of the applicable Issue Specific Terms has occurred.

4. Fallback Valuation Date for a Single Commodity or Commodity Basket

Where the Commodity Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Commodity or a Commodity Basket, and notwithstanding any other terms of these Commodity Linked Provisions, if a Fallback Valuation Date is specified in Part B (general terms) of the applicable Issue Specific Terms to be applicable to any Reference Date for a Commodity (including a Basket Commodity), and if, following adjustment of such Reference Date pursuant to Commodity Linked Provision 1 (*Consequences of Non-Scheduled Commodity Business Days, Non-Common Scheduled Commodity Business Days or Disrupted Days*) above (for the purposes of this Commodity Linked Provision 4, an "**Affected Commodity**"), the Reference Date would otherwise fall after the specified Fallback Valuation Date in respect of such Affected Commodity, then the Fallback Valuation Date shall be deemed to be such Reference Date for such Affected Commodity.

If such Fallback Valuation Date is not a Scheduled Commodity Business Day or a Common Scheduled Commodity Business Day, as applicable, or is a Disrupted Day in respect of such Affected Commodity, the Underlying Price of such Affected Commodity shall be determined in accordance with the 'Calculation Agent Determination' provisions above on such Fallback

Valuation Date, and the price so determined by the Calculation Agent pursuant to this Commodity Linked Provision 4 shall be deemed to be the Underlying Price in respect of the relevant Reference Date.

5. Consequences of Disruption Days and Disruption Events in respect of a Commodity Index

Where the Commodity Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Commodity Index, and,

- (a) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of such Commodity Index is a Scheduled Commodity Business Day that is not a Disrupted Day for such Commodity Index, then the Reference Date for such Commodity Index shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of such Commodity Index is not a Scheduled Commodity Business Day, then, subject to paragraph (c) below, the Reference Date in respect of such Commodity Index shall be the first succeeding day that is a Scheduled Commodity Business Day for such Commodity Index;
- (c) if the Calculation Agent determines, acting in its reasonable discretion, that the Reference Date in respect of such Commodity Index is a Disrupted Day, then the Closing Level of such Commodity Index shall not be determined by reference to the Relevant Screen Page but shall be determined by the Calculation Agent as follows:
 - (i) if the Calculation Agent determines, acting in its reasonable discretion, that such Reference Date is not a Disrupted Day in respect of a Commodity Contract included in such Commodity Index (an "**Unaffected Commodity Contract**"), the Closing Level of such Commodity Index will be based on the settlement price of such Unaffected Commodity Contract as published by the relevant Trading Facility on such Reference Date;
 - (ii) if the Calculation Agent determines, acting in its reasonable discretion, that such Reference Date is a Disrupted Day in respect of a Commodity Contract included in such Commodity Index (an "**Affected Commodity Contract**"), the Closing Level of such Commodity Index will be based on the settlement price of such Affected Commodity Contract published by the relevant Trading Facility on the Relevant Screen Page on the first succeeding Scheduled Commodity Trading Day which the Calculation Agent determines is not a Disrupted Day for such Affected Commodity Contract, unless the Calculation Agent determines, acting in its reasonable discretion, that each of the consecutive Scheduled Commodity Trading Days relating to such Affected Commodity Contract equal in number to the Maximum Days of Disruption immediately following such Reference Date is a Disrupted Day for such Affected Commodity Contract, in which case the price of such Affected Commodity Contract to be used in calculating the Closing Level of such Commodity Index for such Reference Date shall be determined by the

Calculation Agent, acting in its reasonable discretion and taking into account any relevant market conditions at the time of such determination, on the Scheduled Commodity Trading Day relating to such Affected Commodity Contract which falls such number of Scheduled Commodity Trading Days equal to the Maximum Days of Disruption after the relevant Reference Date, notwithstanding that such day is a Disrupted Day for such Affected Commodity Contract (each date on which the settlement price for an Affected Commodity Contract is determined, a "**Commodity Contract Determination Date**");

- (iii) if the offices of the Calculation Agent are not open for business on any relevant Commodity Contract Determination Date, then any relevant calculation will be made, in its reasonable discretion, by Goldman, Sachs & Co. LLC or another affiliate of the Calculation Agent; and
- (iv) the Calculation Agent shall, in its reasonable discretion, determine the Closing Level of the Commodity Index by reference to the settlement price or other prices of each Commodity Contract included in such Commodity Index determined pursuant to sub-paragraphs (i), (ii) and (iii) above using the then current method for calculating the Commodity Index on the Latest Determination Date.

6. Adjustments for a Commodity Index

6.1 Successor Commodity Index Sponsor or Successor Commodity Index

If a Commodity Index is (i) not calculated and announced by the Commodity Index Sponsor but is calculated and announced by a successor commodity index sponsor acceptable to the Calculation Agent (the "**Successor Commodity Index Sponsor**"), or (ii) replaced by a successor commodity index using, in the determination of the Calculation Agent, the same or a substantially similar specification or formula and method for the calculation of such Commodity Index (the "**Successor Commodity Index**"), then in the case of (i), the Successor Commodity Index Sponsor will be deemed to be the Commodity Index Sponsor for such Commodity Index; and in the case of (ii), the Successor Commodity Index will be deemed to be the Commodity Index.

If any of the events set out in (i) or (ii) above has occurred, but the Calculation Agent has not identified, acting in its reasonable discretion, a Successor Commodity Index Sponsor or Successor Commodity Index, as applicable, then the occurrence of any such event shall constitute either a Commodity Index Modification or Commodity Index Cancellation, as applicable, and the provisions of Commodity Linked Provision 6.2 (*Occurrence of a Commodity Index Adjustment Event*) shall apply accordingly, *mutatis mutandis*.

6.2 Occurrence of a Commodity Index Adjustment Event

If, in respect of a Commodity Index, the Calculation Agent determines, acting in its reasonable discretion, that:

- (a) on or prior to any Reference Date or other relevant date, (i) the relevant Commodity Index Sponsor, makes in the determination of the Calculation Agent, acting in its

reasonable discretion, a material change in the weighting or composition of the Commodity Index or in the formula for, or the method of, calculating or determining the composition of such Commodity Index, as the case may be, or in any other way materially modifies such Commodity Index (other than a change or modification prescribed in that formula or method relating to the weighting or composition of such Commodity Index, the weighting of the components of such Commodity Index and/or other routine events or modifications as determined, in its reasonable discretion, by the Calculation Agent) (a "**Commodity Index Modification**"), or (ii) the relevant Commodity Index Sponsor permanently cancels or ceases to calculate the relevant Commodity Index and no Successor Commodity Index exists as at the date of such cancellation or cessation (a "**Commodity Index Cancellation**"), or (iii) an Administrator/Benchmark Event Date has occurred in respect of such Commodity Index, or

- (b) on any Reference Date or other relevant date, (i) in the determination of the Calculation Agent, acting in its reasonable discretion, the Closing Level of the relevant Commodity Index contains a manifest error, or (ii) in the absence of a Disruption Event, the Commodity Index Sponsor fails to calculate and announce the Closing Level of such Commodity Index and a Successor Commodity Index is not calculated and announced (a "**Commodity Index Failure**" and, together with a Commodity Index Modification, a Commodity Index Cancellation and an Administrator/Benchmark Event, each a "**Commodity Index Adjustment Event**"),

then the Calculation Agent shall, in its reasonable discretion, determine if such Commodity Index Adjustment Event has a material effect on the Commodity Linked Securities and, if so, it may decide that the consequence set out in either paragraph (a) or paragraph (b) below shall, subject to the terms thereof, apply in respect of the Commodity Linked Securities:

- (i) the Calculation Agent may calculate the Closing Level using, in lieu of a published level for that Commodity Index, the level for such Commodity Index as at that Reference Date or other relevant date, as the case may be, as determined, in its reasonable discretion, by the Calculation Agent in accordance with the formula for, and method of, calculating the level of such Commodity Index last in effect prior to the relevant Commodity Index Adjustment Event, utilising any adjustment to such formula for or the method of calculating the Closing Level of such Commodity Index as it determines, in its reasonable discretion, to be commercially reasonable, or
- (ii) the Calculation Agent may determine the appropriate adjustment, if any, to be made to any one or more of the terms of the Commodity Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under the Commodity Linked Securities, as the Calculation Agent determines appropriate to account for such Commodity Index Adjustment Event, and shall determine the effective date of that adjustment

provided that if the Calculation Agent determines in its reasonable discretion that no adjustment it could make under this paragraph Commodity Linked Provision 6.2 would produce a commercially reasonable result, the Calculation Agent may direct the Issuer to redeem the Commodity Linked Securities under Commodity Linked Provision 9 (*Early Redemption*) below.

7. Corrections to published Closing Level in respect of a Commodity Index

If a Closing Level in respect of a Commodity Index published on a Reference Date is subsequently corrected and the correction is published by the Commodity Index Sponsor or the Successor Commodity Index Sponsor, as the case may be, not later than 12.00 noon (New York City time) on the Scheduled Commodity Business Day immediately following such Reference Date then the corrected Closing Level for such Reference Date shall be deemed to be the Closing Level for such Reference Date and the Calculation Agent shall use the corrected Closing Level in accordance with the above provisions, provided that the foregoing provisions shall not apply to any correction to the Closing Level published on or after the Scheduled Commodity Business Day immediately preceding the Settlement Date.

8. Adjustments, Additional Disruption Events and Change in Law

8.1 Adjustments following Additional Disruption Events

If the Calculation Agent determines, in its reasonable discretion, that an Additional Disruption Event specified as applicable in Part B (general terms) of the applicable Issue Specific Terms has occurred and it has material effect on the Commodity Linked Securities, it may, in its reasonable discretion, determine the appropriate adjustment, if any, to be made to any one or more of the terms of the Commodity Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under the Commodity Linked Securities, as the Calculation Agent determines, in its reasonable discretion, appropriate to account for the relevant Additional Disruption Event, and determine the effective date of that adjustment. If the Calculation Agent determines, in its reasonable discretion, that no adjustment it could make under this Commodity Linked Provision 8.1 would produce a commercially reasonable result, it may direct the Issuer to redeem the Commodity Linked Securities under Commodity Linked Provision 9 (*Early Redemption*) below.

8.2 Change of applicable law

Upon the Calculation Agent becoming aware of the occurrence of a Change in Law, the Calculation Agent may, in its reasonable discretion: (i) make such amendments or adjustments to the terms of the Commodity Linked Securities as may be required such that the performance by the Issuer, the Guarantor, the Paying Agent, the Registrar (if applicable) or the Calculation Agent of any of their respective roles under the Commodity Linked Securities shall no longer be unlawful or impracticable under applicable law, provided that (a) such amendments or adjustments are effected in such a manner as to preserve insofar as possible and practicable the commercial terms of the Commodity Linked Securities prior to such amendments or adjustments, (b) any proposed substitution of the Issuer may only be effected in accordance with Section 9 (*Substitution of Issuer*) of the General Conditions and (c) if the Calculation Agent determines, in its reasonable discretion, that no adjustment it could make under this paragraph

Commodity Linked Provision 8.2 would produce a commercially reasonable result, it may direct the Issuer to redeem the Commodity Linked Securities under Commodity Linked Provision 9 (*Early Redemption*) below.

The preceding paragraph shall apply in respect of each Commodity Linked Security which has not been redeemed on or prior to the date of the early redemption notice under Commodity Linked Provision 9 (*Early Redemption*) below (the "**Notice Effective Date**"), and, for the avoidance of doubt, if a Commodity Linked Security has been exercised pursuant to Section 2 (*Exercise*) of the General Conditions on or prior to the Notice Effective Date in respect of such Commodity Linked Security, but such Commodity Linked Security has not yet been redeemed on or prior to such date, then such exercise pursuant to Section 2 (*Exercise*) of the General Conditions shall be deemed to be void and of no effect, and such Commodity Linked Security shall be redeemed in accordance with and pursuant to the preceding paragraph.

9. Early Redemption

If following the occurrence of any of the relevant events listed in Commodity Linked Provisions 2 (*Successor Entity calculates and reports a Commodity Reference Price*), Commodity Linked Provision 6.2 (*Occurrence of Commodity Index Adjustment Event*) or Commodity Linked Provision 8 (*Adjustments, Additional Disruption Events and Change in Law*) above, the Calculation Agent has directed the Issuer to redeem the Commodity Linked Securities, the Issuer shall, within one month following the occurrence of the relevant event, give notice to Security Holders in accordance with Section 11 (*Notices*) of the General Conditions designating a termination date (the "**Termination Date**"). On the Termination Date, the Issuer shall redeem all, but not some only, of the Commodity Linked Securities and it shall pay an amount equal to the Termination Amount to each Security Holder in respect of each Commodity Linked Security held by it. Payment of the Termination Amount will be made in such manner as shall be notified to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions.

10. General Definitions

The following terms and expressions shall have the following meanings in relation to Commodity Linked Securities to which these Commodity Linked Provisions apply:

"Additional Disruption Events" means a Hedging Disruption or an Increased Cost of Hedging (each an "**Additional Disruption Event**").

"Administrator/Benchmark Event" means, in respect of a Commodity Reference Price or a Commodity Index, the occurrence or existence, as determined by the Calculation Agent, of any of the following events in respect of such Commodity Reference Price or Commodity Index:

- (a) any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of a Commodity Reference Price or a Commodity Index or the administrator or sponsor of a Commodity Reference Price or a Commodity Index has not been, or will not be, obtained or has been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body, or any prohibition by a relevant competent authority or other relevant official body, in each case with the effect that the Issuer and/or the Calculation Agent (as

applicable) and/or any other relevant entity is not, or will not be, permitted under any applicable law or regulation to use the Commodity Reference Price or the Commodity Index to perform its or their respective obligations under the Securities; or

- (b) any material change to the methodology or formula for the Commodity Reference Price or the Commodity Index or any other means of calculating the Commodity Reference Price, as determined by the Calculation Agent ("**Material Methodology Change Event**").

"**Administrator/Benchmark Event Date**" means, in respect of a Commodity Reference Price or a Commodity Index, the date determined by the Calculation Agent to be:

- (a) in the case of paragraph (a) of the definition of "Administrator/Benchmark Event", the date from which the Commodity Reference Price or the Commodity Index may no longer be used under any applicable law or regulation by Issuer and/or the Calculation Agent (as applicable) and/or any other relevant entity to perform its or their respective obligations under the Securities; or
- (b) in the case of paragraph (b) of the definition of "Administrator/Benchmark Event", the date on which the change to the methodology or formula for the Commodity Reference Price or the Commodity Index becomes effective,

or, in each case, if such date occurs before the Initial Valuation Date, the Initial Valuation Date.

"**Affected Commodity**" has the meaning given thereto in Commodity Linked Provision 6(c)(ii) (*Fallback Valuation Date for a Single Commodity or Commodity Basket*).

"**Affected Basket Commodity**" and "**Affected Basket Commodities**" have the meaning given thereto in Commodity Linked Provision 1.3(b)(ii) (*Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day*).

"**Affected Commodity Contract**" has the meaning given thereto in Commodity Linked Provision 5(c)(ii) (*Consequences of Disruption Days and Disruption Events in respect of a Commodity Index*).

"**Basket Commodity**" means each Commodity which is a component of a Commodity Basket, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Calculation Agent Determination**" has the meaning given thereto in Commodity Linked Provision 1.1(c)(i) (*Single Commodity and Reference Dates*), Commodity Linked Provision 1.2(c)(i) (*Commodity Basket and Reference Dates – Individual Scheduled Commodity Business Day and Individual Disrupted Day*) and Commodity Linked Provision 1.3(c)(ii)(A) (*Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day*).

"**Calculation Date**" means the date as specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Calculation Hours**" has the meaning given to it in Part B (general terms) of the applicable Issue Specific Terms.

"Change in Law" means any event or action or announcement of the intention to take any action, on or after the Issue Date, that in the reasonable determination of the Calculation Agent adversely affects the ability of Goldman Sachs to establish or maintain Hedging Positions with respect to the Commodity Linked Securities, that are reasonably necessary to the management of risk arising from the Commodity Linked Securities, including, but not limited to, any relevant law, regulation, ruling, rule, procedure or order ("**Applicable Laws**") or the amendment, reinterpretation or promulgation of an interpretation of any such Applicable Laws by any regulatory, self-regulatory or legislative body, judicial authority, tax authority with competent jurisdiction ("**Regulatory Authority**") (including, without limitation, as implemented by any United States, European or Asian Regulatory Authority (including the Commodity Futures Trading Commission and the Relevant European Authorities) or exchange, trading facility, central counterparty or other clearing organisation) that results in (a) the elimination, limitation, withdrawal or unavailability for any reason of any hedge exemptions from applicable position limits previously granted to Goldman Sachs by any such Regulatory Authority or any such exchange, trading facility, central counterparty or other clearing organisation, or any hedge exemptions otherwise available to Goldman Sachs under Applicable Laws; or (b) a restriction or revision of existing position limits applicable to Goldman Sachs in respect of, or the imposition of position limits to, any Hedging Positions established by Goldman Sachs in connection with the Commodity Linked Securities to the extent that such application prevents or adversely affects Goldman Sachs from establishing or maintaining Hedging Positions that are reasonably necessary in order for it to manage the risk arising from or in connection with the Commodity Linked Securities, or such other Applicable Laws of any jurisdiction which have an analogous affect to any events specified in (a) and (b) above; or (c) Goldman Sachs incurring a materially increased cost in performing its obligations under the Commodity Linked Securities or in acquiring, establishing, re-establishing, substituting, unwinding, maintaining or disposing of any Hedge Positions with respect to the Commodity Linked Securities (including, without limitation, due to any mandatory margining or clearing requirement, any increase in capital charges, taxes or level of capital that is required to be set aside in respect of the Commodity Linked Securities or such Hedge Positions).

"Closing Level" means, in respect of a Calculation Date, the official closing level of the Commodity Index as announced and published on the Relevant Screen Page on such Calculation Date, as determined by the Calculation Agent, or, if a Disruption Event occurs or is continued in respect of a Commodity Index and a relevant date, as calculated by the Calculation Agent in accordance with Commodity Linked Provision 5 (*Consequences of Disruption Days and Disruption Events in respect of a Commodity Index*).

"Commodity" means, in respect of an issue of Commodity Linked Securities relating to a single Commodity, the Commodity, and in respect of an issue of Commodity Linked Securities relating to a Commodity Basket, each Basket Commodity, in each case specified in Part B (general terms) of the applicable Issue Specific Terms, and related expressions shall be construed accordingly.

"Commodity Basket" means a basket comprising Commodities in the relative proportions or numbers of Commodities, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Commodity Contract" means:

- (a) in respect of a Commodity and 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; and
- (b) in respect of a Commodity Index, each of the contracts that is traded on a Trading Facility and that provides for future delivery of, or provides for cash settlement based on the price of, a deliverable commodity included in such Commodity Index.

"Commodity Contract Determination Date" means, in respect of an Affected Commodity Contract included in a Commodity Index, the day on which the settlement price of such Affected Commodity Contract is determined in accordance with Commodity Linked Provision 5(c)(ii) (*Consequences of Disruption Days and Disruption Events in respect of a Commodity Index*).

"Commodity Index" means an index that includes Commodity Contracts in respect of Commodities specified in Part B (general terms) of the applicable Issue Specific Terms.

"Commodity Index Adjustment Event" means each of Commodity Index Cancellation, Commodity Index Failure and Commodity Index Modification.

"Commodity Index Cancellation" has the meaning given thereto in Commodity Linked Provision 6.2(a) (*Occurrence of a Commodity Index Adjustment Event*).

"Commodity Index Failure" has the meaning given thereto in Commodity Linked Provision 6.2(b) (*Occurrence of a Commodity Index Adjustment Event*).

"Commodity Index Modification" has the meaning given thereto in Commodity Linked Provision 6.2(a) (*Occurrence of a Commodity Index Adjustment Event*).

"Commodity Index Sponsor" means, in respect of a Commodity Index, the entity specified in Part B (general terms) of the applicable Issue Specific Terms, that the Calculation Agent determines, in its reasonable discretion, is (a) 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 level of such Commodity Index on a regular basis, or its successor as determined, in its reasonable discretion, by the Calculation Agent.

"Commodity Linked Securities" means Securities specified as "Commodity Linked Securities" in Part B (general terms) of the applicable Issue Specific Terms.

"Commodity — Reference Dealers" means that the price for a Reference Date will be determined on the basis of quotations provided by Reference Dealers on that Reference Date of that day's Specified Price (or, if there is no Specified Price for a Commodity Reference Price, such Commodity Reference Price) for a Unit of the relevant Commodity for delivery on the Delivery Date (or, if there is no Delivery Date for a Commodity Reference Price, for delivery on such date that forms the basis on which such Commodity Reference Price is quoted). If four quotations are provided as requested, the price for that Reference Date will be the arithmetic mean of the Specified Prices (or, if there is no Specified Price for a Commodity Reference Price, of such Commodity Reference Prices for the relevant date and time) for that Commodity

provided by each Reference Dealer, without regard to the Specified Prices (or, as the case may be, Commodity Reference Prices for the relevant date and time) having the highest and lowest values. If exactly three quotations are provided as requested, the price for that Reference Date will be the Specified Price (or, as the case may be, Commodity Reference Price for the relevant date and time) provided by the relevant Reference Dealer that remains after disregarding the Specified Prices (or, as the case may be, Commodity Reference Prices for the relevant date and time) having the highest and lowest values. For this purpose, if more than one quotation has the same highest or lowest value, then the Specified Price (or, as the case may be, Commodity Reference Price for the relevant date and time) of one of such quotations shall be disregarded. If fewer than three quotations are provided, then the next Disruption Fallback specified in Part B (general terms) of the applicable Issue Specific Terms will apply, or, if no such Disruption Fallback is specified or is deemed to be specified, the price for the Reference Date will be determined in accordance with the 'Calculation Agent Determination' provisions above.

"Commodity Reference Price" means, in respect of any Commodity, the reference price of such Commodity as specified in, or determined in the manner prescribed by, Part B (general terms) of the applicable Issue Specific Terms.

"Common Scheduled Commodity Business Day" means, in respect of a Commodity Basket, each day which is a Scheduled Commodity Business Day for all Basket Commodities in that Commodity Basket.

"Correction Cut-off Date" means, in respect of any Commodity, the date(s) specified as such in Part B (general terms) of the applicable Issue Specific Terms, or, if "Correction Cut-off Date" is specified in the Issue Specific Terms to be applicable to any date on which the price of such Commodity is required to be determined, but no date is specified for the Correction Cut-off Date, then the Correction Cut-off Date for such Commodity and such date shall be the second Business Day prior to the next following date upon which any payment or delivery of assets may have to be made by the Issuer by reference to the price of such Commodity on such day.

"Delayed Publication or Announcement" has the meaning given thereto in Commodity Linked Provision 1.1(c)(ii) (*Single Commodity and Reference Dates*), Commodity Linked Provision 1.2(c)(ii) (*Commodity Basket and Reference Dates – Individual Scheduled Commodity Business Day and Individual Disrupted Day*) and Commodity Linked Provision 1.3(c)(ii)(B) (*Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day*), as applicable.

"Delivery Date" means, in respect of a Commodity Reference Price, such delivery date as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Disappearance of Commodity Reference Price" means, in respect of a Commodity,

- (a) the permanent discontinuation of trading in the relevant Commodity Contract on the relevant Trading Facility;
- (b) the disappearance of, or of trading in, such Commodity; or

- (c) the disappearance or permanent discontinuation or unavailability of the Commodity Reference Price, notwithstanding the availability of the Price Source or the status of trading in the relevant Commodity Contract or the relevant Commodity.

"Disrupted Day" means, in respect of:

- (a) a Commodity or a Commodity Basket, any Scheduled Commodity Business Day on which a Disruption Event has occurred; and
- (b) a Commodity Index, a day on which a Disruption Event is occurring with respect to a Commodity Contract included in such Commodity Index.

"Disruption Event" means:

- (a) in respect of a Commodity, the occurrence on any day of any one or more of the following, as determined by the Calculation Agent:
 - (i) Disappearance of Commodity Reference Price;
 - (ii) Material Change in Content;
 - (iii) Material Change in Formula;
 - (iv) Price Source Disruption;
 - (v) Tax Disruption; or
 - (vi) Trading Disruption; and
- (b) in respect of a Commodity Index, the occurrence on any day of any one or more of the following, as determined by the Calculation Agent:
 - (i) the settlement price for any Commodity Contract included in such Commodity Index is a "limit price" which means that the settlement price for such Commodity Contract for a day has increased or decreased from the previous day's settlement price by the maximum amount permitted under the rules of the relevant Trading Facility;
 - (ii) trading in any Commodity Contract included in such Commodity Index is suspended or interrupted subsequent to the opening of trading and trading in such Commodity Contract does not recommence at least ten (10) minutes prior to the regular scheduled close of trading in such Commodity Contract, or in the event trading does recommence at least ten (10) minutes prior to the regular scheduled close of trading on the relevant Trading Facility, trading does not continue on an uninterrupted basis until the regular scheduled close of trading in such Commodity Contract; or
 - (iii) failure by the relevant Trading Facility to announce or publish the settlement price for any Commodity Contract included in such Commodity Index.

"Disruption Fallback" has the meaning given thereto in Commodity Linked Provision 1.1(c) (*Single Commodity and Reference Dates*), Commodity Linked Provision 1.2(c) (*Commodity Basket and Reference Dates – Individual Scheduled Commodity Business Day and Individual*

Disrupted Day) and Commodity Linked Provision 1.3(c) (*Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day*), as applicable.

"Fallback Valuation Date" means, in respect of a Commodity or a Commodity Basket and any relevant date, the date(s) specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Fallback Reference Dealers" has the meaning given thereto in Commodity Linked Provision 1.1(c)(iii) (*Single Commodity and Reference Dates*), Commodity Linked Provision 1.2(c)(iii) (*Commodity Basket and Reference Dates – Individual Scheduled Commodity Business Day and Individual Disrupted Day*) and Commodity Linked Provision 1.3(c)(ii)(C) (*Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day*), as applicable.

"Fallback Reference Price" has the meaning given thereto in Commodity Linked Provision 1.1(c)(iv) (*Single Commodity and Reference Dates*), Commodity Linked Provision 1.2(c)(iv) (*Commodity Basket and Reference Dates – Individual Scheduled Commodity Business Day and Individual Disrupted Day*) and Commodity Linked Provision 1.3(c)(ii)(D) (*Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day*), as applicable.

"Hedging Positions" means, for the purposes of the "Change in Law" definition, any position, including, without limitation, any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in futures, options, swaps or other derivatives or foreign exchange, securities or (ii) other instruments or arrangements (howsoever described) established or maintained by Goldman Sachs in order to hedge, individually or on a portfolio basis, the Commodity Linked Securities.

"Hedge Positions" means any arrangements entered into by the Hedging Entity at any time in order to hedge the payment obligations of the Issuer, on an individual or on a portfolio basis, under the Commodity Linked Securities including, without limitation, any acquisition, purchase, sale, entry into or maintenance of one or more (a) positions or contracts in securities, options, future, foreign exchange or derivatives, (b) stock loan transactions or (c) any other instruments or arrangements (howsoever described).

"Hedging Disruption" means, in respect of any Commodity Linked Securities, that the Hedging Entity is unable, wholly or partially, or it is or has become not reasonably practicable, or it has otherwise become undesirable, for any reason, for the Hedging Entity, wholly or partially, after using commercially reasonable efforts and reasonable discretion, to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary or desirable to hedge the Hedging Entity's obligations in respect of the relevant Commodity Linked Securities or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), as determined by the Issuer.

"Hedging Entity" means the Calculation Agent or another member of the Goldman Sachs Group.

"Increased Cost of Hedging" means that the Hedging-Entity would incur a materially increased costs (as compared with circumstances existing on the Issue Date), including, without limitation, increased tax (including any potential tax which the Calculation Agent considers may arise), duty, expense or fee (other than brokerage commissions) to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Hedging-Entity's obligations with respect to the Commodity Linked 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 shall not be deemed an Increased Cost of Hedging.

"Latest Determination Date" means, in respect of a Reference Date and the Affected Commodity Contracts included in the relevant Commodity Index on that Reference Date, the Commodity Contract Determination Date to fall latest in time.

"Material Change in Content" means, in respect of a Commodity, the occurrence since the Issue Date of a material change in the content, composition or constitution of the Commodity or relevant Commodity Contract.

"Material Change in Formula" means, in respect of a Commodity, the occurrence since the Issue Date of a material change in the formula for or the method of calculating the relevant Commodity Reference Price.

"Maximum Days of Disruption" means in respect of Commodity Linked Securities that relate to:

- (a) a single Commodity, five Scheduled Commodity Business Days; or
- (b) a Commodity Basket and Part B (general terms) of the applicable Issue Specific Terms specify that "Basket Valuation (Common Scheduled Commodity Business Day and Common Disrupted Day)" does not apply, five Scheduled Commodity Business Days; or
- (c) a Commodity Basket and Part B (general terms) of the applicable Issue Specific Terms specify that "Basket Valuation (Common Scheduled Commodity Business Day and Common Disrupted Day)" applies, five Common Scheduled Commodity Business Days; or
- (d) a Commodity Index, five Scheduled Commodity Trading Days,

or, in each case, such other number of Scheduled Commodity Business Days, Scheduled Commodity Trading Days or Common Scheduled Commodity Business Days, as applicable (or other type of days) specified in Part B (general terms) of the applicable Issue Specific Terms.

"Nearby Month", when preceded by a numerical adjective, means, in respect of a Delivery Date and a Reference Date or a Calculation Date, as applicable, the month of expiration of the Commodity Contract identified by that numerical adjective, so that, for example, (i) "First Nearby Month" means the month of expiration of the first Commodity Contract to expire following the Reference Date or Calculation Date, as applicable; (ii) "Second Nearby Month"

means the month of expiration of the second Commodity Contract to expire following the Reference Date or Calculation Date, as applicable; and (iii) "Sixth Nearby Month" means the month of expiration of the sixth Commodity Contract to expire following the Reference Date or Calculation Date, as applicable.

"No Adjustment" has the meaning given thereto in Commodity Linked Provision 1.1(c)(vi) (*Single Commodity and Reference Dates*), Commodity Linked Provision 1.2(c)(vi) (*Commodity Basket and Reference Dates – Individual Scheduled Commodity Business Day and Individual Disrupted Day*) Commodity Linked Provision 1.3(c)(ii)(F) (*Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day*) and Commodity Linked Provision 1.4(b)(iii) (*Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day and Common Disrupted Day*), as applicable.

"Postponement" has the meaning given thereto in Commodity Linked Provision 1.1(c)(v) (*Single Commodity and Reference Dates*), Commodity Linked Provision 1.2(c)(v) (*Commodity Basket and Reference Dates – Individual Scheduled Commodity Business Day and Individual Disrupted Day*), Commodity Linked Provision 1.3(c)(ii)(E) (*Commodity Basket and Reference Dates – Common Scheduled Commodity Business Day but Individual Disrupted Day*), as applicable.

"Price Materiality Percentage" means the percentage specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Price Source" means the publication (or such other origin of reference, including a Trading Facility) containing (or reporting) the Specified Price (or prices from which the Specified Price is calculated) as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Price Source Disruption" means, in respect of a Commodity:

- (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, the failure of the Price Source to announce or publish such Commodity Reference Price for any relevant day (or the information necessary for determining such Commodity Reference Price for such day));
- (b) the temporary or permanent discontinuance or unavailability of the Price Source;
- (c) if the Commodity Reference Price is "Commodity – Reference Dealers", the failure to obtain at least three quotations as requested from the relevant Reference Dealers; or
- (d) if a Price Materiality Percentage is specified in Part B (general terms) of the applicable Issue Specific Terms, the Specified Price for the relevant Commodity Reference Price differs from the Specified Price determined in accordance with the Commodity Reference Price, "Commodity – Reference Dealers", by such Price Materiality Percentage.

"Reference Date" means each Scheduled Reference Date, as adjusted in accordance with these Commodity Linked Provisions.

"Reference Dealers" means, if the relevant Commodity Reference Price is **"Commodity – Reference Dealers"**, the four dealers specified in Part B (general terms) of the applicable Issue Specific Terms or, if dealers are not so specified, four leading dealers in the relevant market as determined, in its reasonable discretion, by the Calculation Agent.

"Relevant European Authorities" means, for the purposes of the "Change in Law" definition, the European Commission, the European Parliament, the Council of the European Union, the European Securities and Markets Authority, the European Banking Authority, the European Insurance and Occupational Pensions Authority, the European Central Bank, and any competent authority of a member state of the European Economic Area.

"Relevant Screen Page" means the Bloomberg page or ticker as specified in Part B (general terms) of the applicable Issue Specific Terms or any official successor thereto, as determined by the Calculation Agent in its reasonable discretion.

"Scheduled Commodity Business Day" means

- (a) in respect of a Commodity Linked Security referencing a single Commodity or a Commodity Basket; and:
 - (i) where the Commodity Reference Price for a Commodity is a price announced or published by a Trading Facility, a day that is (or, but for the occurrence of a Disruption Event, would have been) a day on which such Trading Facility is open for trading during its regular trading session, notwithstanding any such Trading Facility closing prior to its scheduled closing time; and
 - (ii) where the Commodity Reference Price for a Commodity is not a price announced or published by a Trading Facility, a day that is (or, but for the occurrence of a Disruption Event, would have been published) a day in respect of which the relevant Price Source published a price;
- (b) in respect of a Commodity Linked Security referencing a Commodity Index, any day:
 - (i) that is (or, but for the occurrence of a Disruption Event, would have been) a day on which all the Trading Facilities on which the Commodity Contracts included in the Commodity Index, as applicable, are traded, are open for trading during their regular trading session, notwithstanding any such Trading Facility closing prior to its scheduled closing time; and
 - (ii) the offices of Goldman, Sachs & Co. LLC in New York City are open for business.

"Scheduled Commodity Trading Day" means, in respect of an Affected Commodity Contract, a day on which the relevant Trading Facility on which such Affected Commodity Contract is traded is scheduled to be open for trading for its regular trading session.

"Scheduled Reference Date" means, in respect of the Commodity Linked Security, the Final Valuation Date and/or any other date specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"**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), 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 Part B (general terms) of the applicable Issue Specific Terms.

"**Successor Commodity Index**" has the meaning given thereto in Commodity Linked Provision 6.1 (*Successor Commodity Index Sponsor or Successor Commodity Index*).

"**Successor Commodity Index Sponsor**" has the meaning given thereto in Commodity Linked Provision 6.1 (*Successor Commodity Index Sponsor or Successor Commodity Index*).

"**Tax Disruption**" means, in respect of a Commodity, the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, such Commodity (other than a tax on, or measured by reference to overall gross or net income) by any government or taxation authority after the Issue Date or such other date as may be specified in Part B (general terms) of the applicable Issue Specific Terms, if the direct effect of such imposition, change, or removal is to raise or lower the Underlying Price on the day that would otherwise be a Reference Date or a Calculation Date from what it would have been without that imposition, change, or removal.

"**Termination Amount**" means an amount in respect of each Commodity Linked Security which is determined by the Calculation Agent in its reasonable discretion as a fair market price of that Commodity Linked Security immediately prior to the Termination Date, taking into account the remaining time value of the relevant Commodity Linked Security. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also consider the probability of default of the Issuer or of the Guarantor based on the credit spreads quoted on the market or on the yields of bonds of the Issuer or of the Guarantor that are traded with sufficient liquidity at the time of determining the Termination Amount. In relation to Italian Listed Securities (to the extent required by the relevant regulated market and/or multilateral trading facility), the Termination Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements as determined by the Calculation Agent.

"**Trading Disruption**" means, in respect of a Commodity, the material suspension of, or the material limitation imposed on, trading in the Commodity Contract or the Commodity on the Trading Facility, or in any additional futures contract, options or swap contract, or commodity on any Trading Facility as specified in Part B (general terms) of the applicable Issue Specific Terms or as determined, in its reasonable discretion, by the Calculation Agent. For these purposes:

- (a) a suspension of the trading in the Commodity Contract or the Commodity on any Scheduled Commodity Business Day shall be deemed to be material only if:
 - (i) all trading in the Commodity Contract or the Commodity is suspended for the entire Scheduled Commodity Business Day; or
 - (ii) all trading in the Commodity Contract or the Commodity is suspended subsequent to the opening of trading on the Scheduled Commodity Business Day and trading does not recommence prior to the regularly scheduled close of trading in such Commodity Contract or Commodity on such Scheduled Commodity Business Day and such suspension is announced less than one-hour preceding its commencement; and
- (b) a limitation of trading in the Commodity Contract or the Commodity on any Scheduled Commodity Business Day shall be deemed to be material only if the Trading Facility establishes limits on the range within which the price of the Commodity Contract or the Commodity may fluctuate and the closing or settlement price of the Commodity Contract or the Commodity on such day is at the upper limit of that range or at the lower limit of that range.

"Trading Facility" means (a) in respect of a Commodity or relevant Commodity Contract, the exchange or trading facility or principal trading market on which such Commodity or Commodity Contract is traded, and (b) in respect of Commodity Linked Securities linked to a single Commodity or basket of Commodities, the exchange or trading facility or principal trading market as specified in Part B (general terms) of the applicable Issue Specific Terms or Commodity Reference Price, or, in each case, any successor to such exchange or trading facility or principal trading market to which trading in the relevant Commodity or Commodity Contract has temporarily relocated, as determined, in its reasonable discretion, by the Calculation Agent.

"Unaffected Commodity Contract" has the meaning given thereto in Commodity Linked Provision 5(c)(i) (*Consequences of Disruption Days and Disruption Events in respect of a Commodity Index*).

"Underlying Price" means the price as defined in Part B (general terms) of the applicable Issue Specific Terms.

"Unit" means the unit of measure of the relevant Commodity, as specified in Part B (general terms) of the applicable Issue Specific Terms.

Annex to General Conditions - Futures Contract Linked Provisions

Adjustment, Modification and Disruption Provisions for Futures Contract Linked Securities

- 1. Consequences of Non-Scheduled Futures Business Days, Non-Common Scheduled Futures Business Days or Disrupted Days**
 - 1.1 Single Futures Contract and Reference Dates
 - 1.2 Futures Basket and Reference Dates – Individual Scheduled Futures Business Day and Individual Disrupted Day
 - 1.3 Futures Basket and Reference Dates – Common Scheduled Futures Business Day but Individual Disrupted Day
 - 1.4 Futures Basket and Reference Dates – Common Scheduled Futures Business Day and Common Disrupted Day
- 2. Successor Entity calculates and reports an Underlying Price**
- 3. Corrections to published Underlying Prices**
- 4. Fallback Valuation Date for a Single Futures Contract or Futures Basket**
- 5. Adjustments, Additional Disruption Events and Change in Law**
 - 5.1 Adjustments following Additional Disruption Events
 - 5.2 Change of applicable Law
- 6. Early Redemption**
- 7. General Definitions**

1. Consequences of Non-Scheduled Futures Business Days, Non-Common Scheduled Futures Business Days or Disrupted Days

1.1 Single Futures Contract and Reference Dates

Where the Futures Contract Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Single Futures Contract, and

- (a) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of any Futures Contract is a Scheduled Futures Business Day that is not a Disrupted Day for such Futures Contract, then the Reference Date for such Futures Contract shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of such Futures Contract is not a Scheduled Futures Business Day, then the Reference Date in respect of such Futures Contract shall, subject to paragraph (c) below, be the first succeeding day that is a Scheduled Futures Business Day for such Futures Contract;
- (c) if the Calculation Agent determines that the Reference Date in respect of such Futures Contract is a Disrupted Day and, if in Part B (general terms) of the applicable Issue Specific Terms the consequence ("**Disruption Fallback**") specified is:
 - (i) "**Calculation Agent Determination**", then the Calculation Agent will, in its reasonable discretion, determine the Underlying Price (or a method for determining an Underlying Price), taking into consideration the latest available quotation for the relevant price of the Futures Contract, the relevant market conditions at the time of the relevant determination and any other information that it deems relevant on such Reference Date; or
 - (ii) "**Postponement**", then the Reference Date for such Futures Contract shall be postponed to the first succeeding Scheduled Futures Business Day that the Calculation Agent determines is not a Disrupted Day, unless the Calculation Agent determines that each of the consecutive Scheduled Futures Business Days equal in number to the Maximum Days of Disruption immediately following such Reference Date is a Disrupted Day. In that case:
 - (A) the Scheduled Futures Business Day which falls such number of Scheduled Futures Business Days equal to the Maximum Days of Disruption immediately following the Reference Date shall be deemed to be the Reference Date for such Futures Contract, notwithstanding the fact that such day is a Disrupted Day; and
 - (B) the Underlying Price for the Reference Date will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*;

provided that:

- (iii) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for the relevant Futures Contract shall be the Scheduled Reference Date, notwithstanding that such Scheduled Reference Date is not a Scheduled Futures Business Day or is a Disrupted Day, and the Underlying Price shall be determined in accordance with the "Calculation Agent Determination" provisions above on each such Reference Date, *mutatis mutandis*, and such determination by the Calculation Agent shall, in respect of such Reference Date, be deemed to be the Underlying Price in respect of the relevant Reference Date;
- (d) Part B (general terms) of the applicable Issue Specific Terms may provide that one or more of the Disruption Fallbacks may apply to any Reference Date, and that such applicable Disruption Fallbacks may apply concurrently or sequentially, in such manner as specified in Part B (general terms) of the applicable Issue Specific Terms; and
- (e) if the Calculation Agent determines that any Reference Date is a Disrupted Day in respect of such Futures Contract and, Part B (general terms) of the applicable Issue Specific Terms do not specify a Disruption Fallback, then the Disruption Fallback of "**Postponement**" (with five (5) Scheduled Futures Business Days as the Maximum Days of Disruption) will be deemed to have been specified.

1.2 Futures Basket and Reference Dates – Individual Scheduled Futures Business Day and Individual Disrupted Day

Where the Futures Contract Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms relate to a Futures Basket and such Issue Specific Terms specify that "**Basket Valuation (Individual Scheduled Futures Business Day and Individual Disrupted Day)**" applies, then:

- (a) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of any Basket Futures is a Scheduled Futures Business Day that is not a Disrupted Day for such Basket Futures, then the Reference Date for such Basket Futures shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date in respect of any Basket Futures is not a Scheduled Futures Business Day for such Basket Futures, then the Reference Date in respect of such Basket Futures shall, subject to paragraph (c) below, be the first succeeding day that is a Scheduled Futures Business Day for such Basket Futures;
- (c) if the Calculation Agent determines, acting in its reasonable discretion, that the Reference Date for any Basket Futures is a Disrupted Day for such Basket Futures, then, if in Part B (general terms) of the applicable Issue Specific Terms the consequence ("**Disruption Fallback**") for such Basket Futures specified is:

- (i) "**Calculation Agent Determination**", then the Calculation Agent will, in its reasonable discretion, determine the Underlying Price (or a method for determining an Underlying Price), taking into consideration the latest available quotation for the relevant price of the Futures Contract, the relevant market conditions at the time of determination and any other information that it deems relevant on such Reference Date; or
- (ii) "**Postponement**", then the Reference Date for such Basket Futures shall be postponed to the first succeeding Scheduled Futures Business Day that the Calculation Agent determines is not a Disrupted Day in respect of such Basket Futures, unless the Calculation Agent determines, acting in its reasonable discretion, that each of the consecutive Scheduled Futures Business Days equal in number to the Maximum Days of Disruption in respect of such Basket Futures immediately following such Reference Date is a Disrupted Day for such Basket Futures. In that case:
 - (A) the Scheduled Futures Business Day which falls such number of Scheduled Futures Business Days equal to the Maximum Days of Disruption immediately following the Reference Date shall be deemed to be the Reference Date for such Basket Futures, notwithstanding the fact that such day may, or may not, be a Disrupted Day for such Basket Futures; and
 - (B) the Underlying Price for the Reference Date will be determined in accordance with the "Calculation Agent Determination" provisions above, *mutatis mutandis*;

provided that:

- (iii) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Futures shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Futures Business Day or is a Disrupted Day for any Basket Futures, and the Underlying Price shall be determined in accordance with the "Calculation Agent Determination" provisions above on such Reference Date, *mutatis mutandis*, and such determination by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date;
- (d) Part B (general terms) of the applicable Issue Specific Terms may provide that one or more of the Disruption Fallbacks may apply to any Reference Date, and that such applicable Disruption Fallbacks may apply concurrently or sequentially, in such manner as specified in Part B (general terms) of the applicable Issue Specific Terms; and
- (e) if the Calculation Agent determines, acting in its reasonable discretion, that any Reference Date is a Disrupted Day in respect of any Basket Futures and, Part B (general terms) of the applicable Issue Specific Terms do not specify a Disruption Fallback, then

the Disruption Fallback of "**Postponement**" (with five (5) Scheduled Futures Business Days as the Maximum Days of Disruption) will be deemed to have been specified.

1.3 Futures Basket and Reference Dates – Common Scheduled Futures Business Day but Individual Disrupted Day

Where the Futures Contract Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Futures Basket and such Issue Specific Terms specify that "**Basket Valuation (Common Scheduled Futures Business Day but Individual Disrupted Day)**" applies, the following provisions shall apply:

- (a) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date is a Scheduled Futures Business Day that is not a Disrupted Day for each Basket Futures, then the Reference Date for each Basket Futures shall be such Scheduled Reference Date;
- (b) if any Scheduled Reference Date is not a Scheduled Futures Business Day, then the Reference Date for each Basket Futures shall, subject to paragraph (c) below, be the first succeeding Common Scheduled Futures Business Day following such Scheduled Reference Date;
- (c) if the Calculation Agent determines, acting in its reasonable discretion, that any Reference Date is a Common Scheduled Futures Business Day but is a Disrupted Day for one or more Basket Futures, then the following provisions shall apply:
 - (i) if the Calculation Agent determines, acting in its reasonable discretion, that such Common Scheduled Futures Business Day is not a Disrupted Day for a Basket Futures, then the Reference Date for each Basket Futures shall be such Common Scheduled Futures Business Day;
 - (ii) if the Calculation Agent determines, acting in its reasonable discretion, that such Common Scheduled Futures Business Day is a Disrupted Day for a Basket Futures (any such Basket Commodities being "**Affected Basket Commodities**", and each such Basket Futures being an "**Affected Basket Futures**"), then, if in Part B (general terms) of the applicable Issue Specific Terms the consequence ("**Disruption Fallback**") for such Affected Basket Futures specified is:
 - (A) "**Calculation Agent Determination**", then the Calculation Agent will, in its reasonable discretion, determine the Underlying Price (or a method for determining an Underlying Price), for such Affected Basket Futures taking into consideration the latest available quotation for the relevant price of the Futures Contract, the relevant market conditions at the time of determination and any other information that it deems relevant on such Reference Date; or
 - (B) "**Postponement**", then the Reference Date for such Affected Basket Futures shall be postponed to the first succeeding Scheduled Futures Business Day that the Calculation Agent determines is not a Disrupted Day in respect of such Affected Basket Futures, unless the Calculation Agent determines,

acting in its reasonable discretion, that each of the consecutive Scheduled Futures Business Days equal in number to the Maximum Days of Disruption in respect of such Affected Basket Futures immediately following the Reference Date is a Disrupted Day for such Affected Basket Futures. In that case:

- (1) the Scheduled Futures Business Day which falls such number of Scheduled Futures Business Days after the Reference Date equal to the Maximum Days of Disruption shall be deemed to be the Reference Date for such Affected Basket Futures, notwithstanding the fact that such day is a Disrupted Day for such Affected Basket Futures; and
- (2) the Underlying Price for the Reference Date will be determined in accordance with the 'Calculation Agent Determination' provisions above, *mutatis mutandis*;

provided that:

- (C) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Futures shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Futures Business Day or is a Disrupted Day for such Basket Futures, and the Underlying Price shall be determined in accordance with the "Calculation Agent Determination" provisions above on such Reference Date, *mutatis mutandis*, and such determination by the Calculation Agent shall be deemed to be the Underlying Price in respect of the relevant Reference Date;
- (d) Part B (general terms) of the applicable Issue Specific Terms may provide that one or more of the Disruption Fallbacks may apply to any Reference Date, and that such applicable Disruption Fallbacks may apply concurrently or sequentially, in such manner as specified in Part B (general terms) of the applicable Issue Specific Terms; and
- (e) if the Calculation Agent determines, acting in its reasonable discretion, that any Reference Date is a Disrupted Day in respect of any Basket Futures and, Part B (general terms) of the applicable Issue Specific Terms do not specify a Disruption Fallback, then the Disruption Fallback of "**Postponement**" (with five (5) Scheduled Futures Business Days as the Maximum Days of Disruption) will be deemed to have been specified.

1.4 **Futures Basket and Reference Dates – Common Scheduled Futures Business Day and Common Disrupted Day**

Where the Futures Contract Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Futures Basket and such Issue Specific Terms specify that "**Basket Valuation (Common Scheduled Futures Business Day and Common Disrupted Day)**" applies, the following provisions shall apply:

- (a) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date is a Scheduled Futures Business Day that is not a Disrupted Day for each Basket Futures, then the Reference Date for each Basket Futures shall be such Scheduled Reference Date;
- (b) if the Calculation Agent determines, acting in its reasonable discretion, that any Scheduled Reference Date is not a Common Scheduled Futures Business Day or is a Disrupted Day for one or more Basket Futures, then the Reference Date for each Basket Futures shall be the first succeeding Common Scheduled Futures Business Day following such Scheduled Reference Date which the Calculation Agent determines is not a Disrupted Day for each Basket Futures, unless the Calculation Agent determines, acting in its reasonable discretion, that each of the consecutive Common Scheduled Futures Business Days equal in number to the Maximum Days of Disruption immediately following such Scheduled Reference Date is a Disrupted Day for one or more Basket Futures. In that case:
 - (i) the Common Scheduled Futures Business Day which falls such number of Common Scheduled Futures Business Days equal to the Maximum Days of Disruption following the Scheduled Reference Date shall be deemed to be the Reference Date for each Basket Futures, notwithstanding the fact that such day may or may not be a Disrupted Day for one or more Basket Futures;
 - (ii) for each Basket Futures, the Underlying Price shall be determined, in its reasonable discretion, by the Calculation Agent on that Reference Date, taking into consideration the latest available quotation for each of the relevant Futures Prices, the relevant market conditions at the time of determination and any other information that the Calculation Agent deems relevant on such Reference Date;

provided that:

- (iii) if the consequence of "**No Adjustment**" is specified in Part B (general terms) of the applicable Issue Specific Terms, then each Reference Date for each Basket Futures shall be the Scheduled Reference Date, notwithstanding the fact that such Scheduled Reference Date is not a Scheduled Futures Business Day or is a Disrupted Day for such Basket Futures, and the Underlying Price for the relevant Reference Date shall be determined by the Calculation Agent, in its reasonable discretion, taking into consideration the latest available quotation for the relevant Futures Price, the relevant market conditions at the time of determination and any other information that it deems appropriate.

2. Successor Entity calculates and reports an Underlying Price

If in respect of any relevant Reference Date or any Calculation Date, either an Underlying Price is (i) not calculated and announced by the Trading Facility but is calculated and announced by a successor entity acceptable to the Calculation Agent or (ii) replaced by a successor price calculated using, as determined, in its reasonable discretion, by the Calculation Agent, the same or a substantially similar formula for and method of calculation as used in the calculation of such

Underlying Price, then in each case, such price as so calculated will be deemed to be the Underlying Price.

If the Calculation Agent determines, in its reasonable discretion, that either (A) the relevant successor to the Trading Facility is not acceptable as aforesaid, or (B) that the new Underlying Price is not suitable or would not otherwise produce a commercially reasonable result, it may direct the Issuer to redeem the Futures Contract Linked Securities under Futures Contract Linked Provision 7 (*Early Redemption*) below.

3. Corrections to published Underlying Prices

If a price of the Futures Contract published or announced on a given day and used or to be used by the Calculation Agent to determine any Underlying Price or other amount on any Reference Date is subsequently corrected and the correction is published or announced by the Trading Facility or any other person responsible for such publication or announcement by the second Business Day prior to the date on which any payment is due in respect of the relevant publication or announcement, such corrected price shall be the price of the Futures Contract, and the Calculation Agent, to the extent it deems necessary, may make appropriate adjustments to any of the terms of the Futures Contract Linked Securities to account for such correction, provided that, if a Correction Cut-off Date has been specified as applicable in Part B (general terms) of the applicable Issue Specific Terms, corrections published after such Correction Cut-off Date will be disregarded by the Calculation Agent for the purposes of determining or calculating any relevant amount, and/or whether any event specified in Part B (general terms) of the applicable Issue Specific Terms has occurred.

4. Fallback Valuation Date for a Single Futures Contract or Futures Basket

Where the Futures Contract Linked Securities are specified in Part B (general terms) of the applicable Issue Specific Terms to relate to a Single Futures Contract or a Futures Basket, and notwithstanding any other terms of these Futures Contract Linked Provisions, if a Fallback Valuation Date is specified in Part B (general terms) of the applicable Issue Specific Terms to be applicable to any Reference Date for a Futures Contract (including a Basket Futures), and if, following adjustment of such Reference Date pursuant to Futures Contract Linked Provision 1 (*Consequences of Non-Scheduled Futures Business Days, Non-Common Scheduled Futures Business Days or Disrupted Days*) above (for the purposes of this Futures Contract Linked Provision 4, an "**Affected Futures**"), the Reference Date would otherwise fall after the specified Fallback Valuation Date in respect of such Affected Futures, then the Fallback Valuation Date shall be deemed to be such Reference Date for such Affected Futures.

If such Fallback Valuation Date is not a Scheduled Futures Business Day or a Common Scheduled Futures Business Day, as applicable, or is a Disrupted Day in respect of such Affected Futures, the Underlying Price of such Affected Futures shall be determined in accordance with the 'Calculation Agent Determination' provisions above on such Fallback Valuation Date, and the price so determined by the Calculation Agent pursuant to this Futures Contract Linked Provision 4 shall be deemed to be the Underlying Price in respect of the relevant Reference Date.

5. Adjustments, Additional Disruption Events and Change in Law

5.1 Adjustments following Additional Disruption Events

If the Calculation Agent determines, in its reasonable discretion, that an Additional Disruption Event specified as applicable in Part B (general terms) of the applicable Issue Specific Terms has occurred and it has material effect on the Futures Contract Linked Securities, it may, in its reasonable discretion, determine the appropriate adjustment, if any, to be made to any one or more of the terms of the Futures Contract Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under the Futures Contract Linked Securities, as the Calculation Agent determines, in its reasonable discretion, appropriate to account for the relevant Additional Disruption Event, and determine the effective date of that adjustment. If the Calculation Agent determines, in its reasonable discretion, that no adjustment it could make under this Futures Contract Linked Provision 5.1 would produce a commercially reasonable result, it may direct the Issuer to redeem the Futures Contract Linked Securities under Futures Contract Linked Provision 6 (*Early Redemption*) below.

5.2 Change of applicable law

If "**Change in Law**" is specified as applicable in Part B (general terms) of the applicable Issue Specific Terms and upon the Calculation Agent becoming aware of the occurrence of a Change in Law, the Calculation Agent may, in its reasonable discretion: (i) make such amendments or adjustments to the terms of the Futures Contract Linked Securities as may be required such that the performance by the Issuer, the Guarantor, the Paying Agent, the Registrar (if applicable) or the Calculation Agent of any of their respective roles under the Futures Contract Linked Securities shall no longer be unlawful or impracticable under applicable law, provided that (a) such amendments or adjustments are effected in such a manner as to preserve insofar as possible and practicable the commercial terms of the Futures Contract Linked Securities prior to such amendments or adjustments, (b) any proposed substitution of the Issuer may only be effected in accordance with Section 9 (*Substitution of Issuer*) of the General Conditions and (c) if the Calculation Agent determines, in its reasonable discretion, that no adjustment it could make under this paragraph Futures Contract Linked Provision 5.2 would produce a commercially reasonable result, it may direct the Issuer to redeem the Futures Contract Linked Securities under Futures Contract Linked Provision 6 (*Early Redemption*) below.

The preceding paragraph shall apply in respect of each Futures Contract Linked Security which has not been redeemed on or prior to the date of the early redemption notice under Futures Contract Linked Provision 6 (*Early Redemption*) below (the "**Notice Effective Date**"), and, for the avoidance of doubt, if a Futures Contract Linked Security has been exercised pursuant to Section 2 (*Exercise*) of the General Conditions on or prior to the Notice Effective Date in respect of such Futures Contract Linked Security, but such Futures Contract Linked Security has not yet been redeemed on or prior to such date, then such exercise pursuant to Section 2 (*Exercise*) of the General Conditions shall be deemed to be void and of no effect, and such Futures Contract Linked Security shall be redeemed in accordance with and pursuant to the preceding paragraph.

6. Early Redemption

If following the occurrence of any of the relevant events listed in Futures Contract Linked Provision 2 (*Successor Entity calculates and reports an Underlying Price*) or Futures Contract Linked Provision 5 (*Adjustments, Additional Disruption Events and Change in Law*) above, the Calculation Agent has directed the Issuer to redeem the Futures Contract Linked Securities, the Issuer shall, within one month following the occurrence of the relevant event, give notice to Security Holders in accordance with Section 11 (*Notices*) of the General Conditions designating a termination date (the "**Termination Date**"). On the Termination Date, the Issuer shall redeem all, but not some only, of the Futures Contract Linked Securities and it shall pay an amount equal to the Termination Amount to each Security Holder in respect of each Futures Contract Linked Security held by it. Payment of the Termination Amount will be made in such manner as shall be notified to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions.

7. General Definitions

The following terms and expressions shall have the following meanings in relation to Futures Contract Linked Securities to which these Futures Contract Linked Provisions apply:

"**Additional Disruption Events**" means a Hedging Disruption or an Increased Cost of Hedging (each an "**Additional Disruption Event**").

"**Affected Futures**" has the meaning given thereto in Futures Contract Linked Provision 4 (*Fallback Valuation Date for a Single Futures Contract or Futures Basket*).

"**Affected Basket Futures**" and "**Affected Basket Commodities**" have the meaning given thereto in Futures Contract Linked Provision 1.3(c)(ii) (*Futures Basket and Reference Dates – Common Scheduled Futures Business Day but Individual Disrupted Day*).

"**Basket Futures**" means each Futures Contract which is a component of a Futures Basket, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Calculation Agent Determination**" has the meaning given thereto in Futures Contract Linked Provision 1.1(c)(i) (*Single Futures Contract and Reference Dates*), Futures Contract Linked Provision 1.2(c)(i) (*Futures Basket and Reference Dates – Individual Scheduled Futures Business Day and Individual Disrupted Day*) and Futures Contract Linked Provision 1.3(c)(ii)(A) (*Futures Basket and Reference Dates – Common Scheduled Futures Business Day but Individual Disrupted Day*), as applicable.

"**Calculation Date**" means the date specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Calculation Hours**" has the meaning given to it in Part B (general terms) of the applicable Issue Specific Terms.

"**Change in Law**" means any event or action or announcement of the intention to take any action, on or after the Issue Date, that in the reasonable determination of the Calculation Agent adversely affects the ability of Goldman Sachs to establish or maintain Hedging Positions with respect to the Futures Contract Linked Securities, that are reasonably necessary to the management of risk

arising from the Futures Contract Linked Securities, including, but not limited to, any relevant law, regulation, ruling, rule, procedure or order ("**Applicable Laws**") or the amendment, reinterpretation or promulgation of an interpretation of any such Applicable Laws by any regulatory, self-regulatory or legislative body, judicial authority, tax authority with competent jurisdiction ("**Regulatory Authority**") (including, without limitation, as implemented by any United States, European or Asian Regulatory Authority (including the Commodity Futures Trading Commission and the Relevant European Authorities) or exchange, trading facility, central counterparty or other clearing organisation) that results in (a) the elimination, limitation, withdrawal or unavailability for any reason of any hedge exemptions from applicable position limits previously granted to Goldman Sachs by any such Regulatory Authority or any such exchange, trading facility, central counterparty or other clearing organisation, or any hedge exemptions otherwise available to Goldman Sachs under Applicable Laws; or (b) a restriction or revision of existing position limits applicable to Goldman Sachs in respect of, or the imposition of position limits to, any Hedging Positions established by Goldman Sachs in connection with the Futures Contract Linked Securities to the extent that such application prevents or adversely affects Goldman Sachs from establishing or maintaining Hedging Positions that are reasonably necessary in order for it to manage the risk arising from or in connection with the Futures Contract Linked Securities, or such other Applicable Laws of any jurisdiction which have an analogous affect to any events specified in (a) and (b) above; or (c) Goldman Sachs incurring a materially increased cost in performing its obligations under the Futures Contract Linked Securities or in acquiring, establishing, re-establishing, substituting, unwinding, maintaining or disposing of any Hedge Positions with respect to the Futures Contract Linked Securities (including, without limitation, due to any mandatory margining or clearing requirement, any increase in capital charges, taxes or level of capital that is required to be set aside in respect of the Futures Contract Linked Securities or such Hedge Positions).

"**Common Scheduled Futures Business Day**" means, in respect of a Futures Basket, each day which is a Scheduled Futures Business Day for all Basket Futures in that Futures Basket.

"**Correction Cut-off Date**" means, in respect of any Futures Contract, the date(s) specified as such in Part B (general terms) of the applicable Issue Specific Terms, or, if "Correction Cut-off Date" is specified in the Issue Specific Terms to be applicable to any date on which the price of such Futures Contract is required to be determined, but no date is specified for the Correction Cut-off Date, then the Correction Cut-off Date for such Futures Contract and such date shall be the second Business Day prior to the next following date upon which any payment or delivery of assets may have to be made by the Issuer by reference to the price of such Futures on such day.

"**Disappearance of Underlying Price**" means, in respect of a Futures Contract,

- (a) the permanent discontinuation of trading in the relevant Futures Contract on the relevant Trading Facility;
- (b) the disappearance of, or of trading in, such Futures; or

- (c) the disappearance or permanent discontinuation or unavailability of the Underlying Price, notwithstanding the availability of the Price Source or the status of trading in the relevant Futures Contract.

"Disrupted Day" means a Scheduled Futures Business Day on which (i) the Trading Facility is not open for trading during its regular trading session or (ii) on which a Disruption Event occurs.

"Disruption Event" means the occurrence on any day of any one or more of the following, as determined by the Calculation Agent:

- (i) Disappearance of Underlying Price;
- (ii) Material Change in Content;
- (iii) Material Change in Formula;
- (iv) Price Source Disruption;
- (v) Tax Disruption; or
- (vi) Trading Disruption.

"Disruption Fallback" has the meaning given thereto in Futures Contract Linked Provision 1.1(c) (*Single Futures Contract and Reference Dates*), Futures Contract Linked Provision 1.2(c) (*Futures Basket and Reference Dates – Individual Scheduled Futures Business Day and Individual Disrupted Day*) and Futures Contract Linked Provision 1.3(c) (*Futures Basket and Reference Dates – Common Scheduled Futures Business Day but Individual Disrupted Day*), as applicable.

"Fallback Valuation Date" means, in respect of a Futures or a Futures Basket and any relevant date, the date(s) specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Futures Contract" means, in respect of an issue of Futures Contract Linked Securities relating to a Single Futures Contract, the Futures Contract, and in respect of an issue of Futures Contract Linked Securities relating to a Futures Basket, each Basket Future, in each case specified in Part B (general terms) of the applicable Issue Specific Terms, and related expressions shall be construed accordingly.

"Futures Basket" means a basket of Futures Contracts, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Futures Contract Linked Securities" means Securities specified as "Futures Contract Linked Securities" in Part B (general terms) of the applicable Issue Specific Terms.

"Hedging Disruption" means, in respect of any Futures Contract Linked Securities, that the Hedging Entity is unable, wholly or partially, or it is or has become not reasonably practicable, or it has otherwise become undesirable, for any reason, for the Hedging Entity, wholly or partially, after using commercially reasonable efforts and reasonable discretion, to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary or desirable to hedge the Hedging Entity's obligations in respect of

the relevant Futures Contract Linked Securities or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), as determined by the Issuer.

"Hedging Entity" means the Calculation Agent or another member of the Goldman Sachs Group.

"Hedging Positions" means, for the purposes of the "Change in Law" definition, any position, including, without limitation, any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in futures, options, swaps or other derivatives or foreign exchange, securities or (ii) other instruments or arrangements (howsoever described) established or maintained by Goldman Sachs in order to hedge, individually or on a portfolio basis, the Futures Contract Linked Securities.

"Increased Cost of Hedging" means that the Hedging-Entity would incur a materially increased costs (as compared with circumstances existing on the Issue Date), including, without limitation, increased tax (including any potential tax which the Calculation Agent considers may arise), duty, expense or fee (other than brokerage commissions) to (a) hold, acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the Hedging-Entity's obligations with respect to the Futures Contract Linked 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 shall not be deemed an Increased Cost of Hedging.

"Material Change in Content" means, in respect of a Futures Contract, the occurrence since the Issue Date of a material change in the content, composition or constitution of the relevant Futures Contract, or any other change to the terms of that Futures Contract.

"Material Change in Formula" means, in respect of a Futures Contract, the occurrence since the Issue Date of a material change in the formula for or the method of calculating the relevant Underlying Price.

"Maximum Days of Disruption" means in respect of Futures Contract Linked Securities that relate to:

- (a) a Single Futures Contract, five Scheduled Futures Business Days; or
- (b) a Futures Basket and Part B (general terms) of the applicable Issue Specific Terms specify that "Basket Valuation (Common Scheduled Futures Business Day and Common Disrupted Day)" does not apply, five Scheduled Futures Business Days; or
- (c) a Futures Basket and Part B (general terms) of the applicable Issue Specific Terms specify that "Basket Valuation (Common Scheduled Futures Business Day and Common Disrupted Day)" applies, five Common Scheduled Futures Business Days;

or, in each case, such other number of Scheduled Futures Business Days, Scheduled Futures Trading Days or Common Scheduled Futures Business Days, as applicable (or other type of days) specified in Part B (general terms) of the applicable Issue Specific Terms.

"Nearby Month", when preceded by a numerical adjective, means, in respect of a Reference Date or a Calculation Date, as applicable, the month of expiration of the Futures Contract, as specified in the Issue Specific Terms, identified by that numerical adjective, so that, for example, (i) "First Nearby Month" means the month of expiration of the first Futures Contract to expire following the Reference Date or Calculation Date, as applicable; (ii) "Second Nearby Month" means the month of expiration of the second Futures Contract to expire following the Reference Date or Calculation Date, as applicable; and (iii) "Sixth Nearby Month" means the month of expiration of the sixth Futures Contract to expire following the Reference Date or Calculation Date, as applicable.

"No Adjustment" has the meaning given thereto in Futures Contract Linked Provision 1.1(c)(iii) (*Single Futures Contract and Reference Dates*), Futures Contract Linked Provision 1.2(c)(iii) (*Futures Basket and Reference Dates – Individual Scheduled Futures Business Day and Individual Disrupted Day*) Futures Contract Linked Provision 1.3(c)(ii)(C) (*Futures Basket and Reference Dates – Common Scheduled Futures Business Day but Individual Disrupted Day*) and Futures Contract Linked Provision 1.4(b)(iii) (*Futures Basket and Reference Dates – Common Scheduled Futures Business Day and Common Disrupted Day*), as applicable.

"Postponement" has the meaning given thereto in Futures Contract Linked Provision 1.1(c)(ii) (*Single Futures Contract and Reference Dates*), Futures Contract Linked Provision 1.2(c)(ii) (*Futures Basket and Reference Dates – Individual Scheduled Futures Business Day and Individual Disrupted Day*), Futures Contract Linked Provision 1.3(c)(ii)(B) (*Futures Basket and Reference Dates – Common Scheduled Futures Business Day but Individual Disrupted Day*), as applicable.

"Price Source Disruption" means the temporary or permanent failure by the Trading Facility to publish the price.

"Reference Date" means each Scheduled Reference Date, as adjusted in accordance with these Futures Contract Linked Provisions.

"Relevant European Authorities" means, for the purposes of the "Change in Law" definition, the European Commission, the European Parliament, the Council of the European Union, the European Securities and Markets Authority, the European Banking Authority, the European Insurance and Occupational Pensions Authority, the European Central Bank, and any competent authority of a member state of the European Economic Area.

"Relevant Screen Page" means the Bloomberg page or ticker as specified in Part B (general terms) of the applicable Issue Specific Terms or any official successor thereto, as determined by the Calculation Agent in its reasonable discretion.

"Scheduled Futures Business Day" means a day that is (or, but for the occurrence of a Disruption Event, would have been) a day on which such Trading Facility is open for trading

during its regular trading session, notwithstanding any such Trading Facility closing prior to its scheduled closing time.

"Scheduled Futures Trading Day" means, in respect of an Affected Futures Contract, a day on which the relevant Trading Facility on which such Affected Futures Contract is traded is scheduled to be open for trading for its regular trading session.

"Scheduled Reference Date" means, in respect of the Futures Contract Linked Security, the Final Valuation Date and/or any other date specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Tax Disruption" means, in respect of a Futures Contract, the imposition of, change in or removal of an excise, severance, sales, use, value-added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, such Futures Contract (other than a tax on, or measured by reference to overall gross or net income) by any government or taxation authority after the Issue Date or such other date as may be specified in Part B (general terms) of the applicable Issue Specific Terms, if the direct effect of such imposition, change, or removal is to raise or lower the Underlying Price on the day that would otherwise be a Reference Date or a Calculation Date from what it would have been without that imposition, change, or removal.

"Termination Amount" means an amount in respect of each Futures Contract Linked Security which is determined by the Calculation Agent in its reasonable discretion as a fair market price of that Futures Contract Linked Security immediately prior to the Termination Date, taking into account the remaining time value of the relevant Futures Contract Linked Security. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also consider the probability of default of the Issuer or of the Guarantor based on the credit spreads quoted on the market or on the yields of bonds of the Issuer or of the Guarantor that are traded with sufficient liquidity at the time of determining the Termination Amount. In relation to Italian Listed Securities (to the extent required by the relevant regulated market and/or multilateral trading facility), the Termination Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements as determined by the Calculation Agent.

"Trading Disruption" means a suspension or limitation on trading set by the relevant Trading Facility or otherwise, whether because of price movements beyond the limits permitted by the relevant Trading Facility or for other reasons in respect of futures contracts on the Trading Facility.

"Trading Facility" means the exchange or trading facility or principal trading market as specified in Part B (general terms) of the applicable Issue Specific Terms, or, in each case, any successor to such exchange or trading facility or principal trading market to which trading in the relevant Futures Contract has temporarily relocated, as determined, in its reasonable discretion, by the Calculation Agent.

"Underlying Price" means the price as defined in Part B (general terms) of the applicable Issue Specific Terms.

Annex to General Conditions - Interest Rate Linked Provisions

Adjustment, Modification and Disruption Provisions for Interest Rate Linked Securities

- 1. Determination of the relevant rate**
- 2. Occurrence of an Additional Disruption Event**
- 3. Early Redemption**
- 4. Definitions**

1. Determination of the relevant rate

The relevant rate of the Interest Rate (and/or in the case of an Interest Rate Basket, the relevant rate of the respective Basket Component) applicable to the Interest Rate Linked Security in respect of any Interest Determination Date will be determined by the Calculation Agent in its reasonable discretion on the following basis:

- (a) the Calculation Agent will, in its reasonable discretion, determine the respective rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;
- (b) if, in the case of (a) above, such rate does not appear on that page or the Relevant Screen Page is unavailable, the Calculation Agent will:
 - (i) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of such rate at approximately the Relevant Time on the relevant Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and
 - (ii) determine the arithmetic mean of such quotations,

provided that if fewer than two such quotations are provided as requested under (i) above, then the respective rate shall be determined by the Calculation Agent in its reasonable discretion;

- (c) if the Calculation Agent has determined, in its reasonable discretion, that a Benchmark Event has occurred, it is notwithstanding the provisions above in paragraphs (a) and (b) entitled,
 - (i) if a successor interest rate has been determined for the respective Interest Rate by a public announcement issued by the administrator of the respective Interest Rate, the competent central bank or a regulatory and/or supervisory authority or a successor administrator, to set such Interest Rate as the successor interest rate (the "**Successor Interest Rate**") and to use it instead of the respective Interest Rate on the relevant Interest Determination Date and on any subsequent Interest Determination Date for the Securities;
 - (ii) if a Successor Interest Rate has not been determined by such announcement, to set as the Successor Interest Rate a rate which is comparable to the respective Interest Rate at its reasonable discretion and taking into account market practices (the "**Successor Interest Rate**") and to use such Successor Interest Rate on the relevant Interest Determination Date and any subsequent Interest Determination Date for the Securities, where, if the Calculation Agent determines that an appropriate rate exists which is generally accepted in the financial sector as the Successor Interest Rate for the respective rate, it will set such rate as the Successor Interest Rate for the Securities and will use that Successor Interest Rate for the Securities on the relevant Interest Determination Date and any subsequent Interest Determination Date,

provided that, in the event that a Successor Rate is determined by the Calculation Agent pursuant to subparagraphs (i) or (ii) above, the Calculation Agent shall be entitled to determine in its reasonable discretion the method for periodically determining the amount of the Successor Rate and, if necessary, to make adjustments to the provisions of these Interest Rate Linked Provisions with respect to the calculation of the Successor Rate and the interest applicable to the Interest Rate Linked Security in general (including an adjustment of the interest periods, the interest calculation and the time at which the relevant rate of the Underlying and/or the Basket Component is determined), provided that only such adjustments are made that do not result in an economic disadvantage to the Security Holder compared to the provisions prior to the occurrence of the Benchmark Event. The determination of a Successor Interest Rate and any adjustments to the Interest Rate Linked Provisions pursuant to the preceding paragraphs as well as the respective effective dates thereof shall be announced by the Calculation Agent in accordance with Section 11 (*Notices*) of the General Conditions.

If the Calculation Agent determines, in its reasonable discretion, that in the case of a Benchmark Event, it is not possible to determine a Successor Interest Rate it may direct the Issuer to redeem the Interest Rate Linked Securities under Interest Rate Linked Provision 3 (*Early Redemption*) below.

2. Occurrence of an Additional Disruption Event

If the Calculation Agent has determined, in its reasonable discretion, that an Additional Disruption Event has occurred, it may direct the Issuer to redeem the Interest Rate Linked Securities under Interest Rate Linked Provision 3 (*Early Redemption*) below.

3. Early Redemption

In the case of the occurrence of an Additional Disruption Event and/or if the determination of a Successor Interest Rate is not possible in the case of a Benchmark Event and the Calculation Agent has directed the Issuer to redeem the Interest Rate Linked Securities, the Issuer shall, within one month following the occurrence of the relevant event, give notice to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions designating the termination date (the "**Termination Date**"). On the Termination Date, the Issuer shall redeem all, but not some only, of the Interest Rate Linked Securities and it shall pay an amount equal to the Termination Amount to each Security Holder in respect of each Interest Rate Linked Security held by it. Payment of the Termination Amount will be made in such manner as shall be notified to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions.

4. Definitions

"**Additional Disruption Events**" means a Change in Law.

"**Basket Interest Rate**" and "**Basket Interest Rates**" means each Interest Rate which is a component of an Interest Rate Basket, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Benchmark Event**" means (a) any permanent and final termination of the determination, provision or publication of the relevant Interest Rate by any administrator in circumstances

where no successor administrator exists, or any other permanent and final discontinuation of the existence of the respective Interest Rate or (b) a material change in the methodology of determining or calculating the relevant rate of the respective Interest Rate as compared to the methodology used at the Issue Date if such change results in the respective rate, calculated in accordance with the new methodology, no longer representing, or being apt to represent adequately, the (original) rate or in terms of economic substance no longer being comparable to the (original) rate determined or calculated in accordance with the methodology used at the Issue Date or (c) the applicability of any law or any other legal provision, or of any administrative or judicial order, decree or other binding measure, pursuant to which the relevant rate may no longer be used to determine the payment obligations under the Securities, or pursuant to which any such use is subject to not only immaterial restrictions or adverse consequences.

"Bloomberg Page" means, in respect of an Interest Rate and any designated page, the display page so designated on the Bloomberg[®] service (or such other page as may replace that page on that service (or replace such services) for the purpose of displaying any relevant rate or value in respect of that Interest Rate, as determined, in its reasonable discretion, by the Calculation Agent).

"Calculation Date" means, in respect of any Interest Rate Linked Security, the Calculation Date specified in Part B (general terms) of the applicable Issue Specific Terms.

"Calculation Hours" are, in respect of the relevant Interest Rate Linked Securities, the Calculation Hours as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Change in Law" means that on or after the Issue Date, due to (i) the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that the Issuer and/or any of its affiliates will incur a materially increased cost in performing its obligations under the Interest Rate Linked Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Interest Determination Date" means, in respect of any Interest Rate Linked Security, the Interest Determination Date specified in the applicable Issue Specific Terms.

"Interest Rate" means, in respect of any Interest Rate Linked Security, the relevant rate specified in Part B (general terms) of the applicable Issue Specific Terms.

"Interest Rate Basket" means a basket composed of Interest Rates specified in Part B (general terms) of the applicable Issue Specific Terms.

"Interest Rate Linked Securities" means Securities specified as "Interest Rate Linked Securities" in Part B (general terms) of the applicable Issue Specific Terms.

"Margin" means, in respect of any Interest Rate Linked Security, the rate specified in Part B (general terms) of the applicable Issue Specific Terms.

"Reference Banks" means such number of major banks as specified in the applicable Final Terms and selected by the Calculation Agent, in its reasonable discretion, in the Relevant Financial Centre.

"Relevant Financial Centre" means, in respect of any Interest Rate Linked Security, the city specified in Part B (general terms) of the applicable Issue Specific Terms.

"Relevant Time" means, in respect of an Interest Rate, each time specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Reuters Screen" means, in respect of an Interest Rate and any designated page, the display page so designated on the Reuters Monitor Money Rates Service (or such other page as may replace that page on that service (or replace such services) for the purpose of displaying any relevant rate or value in respect of that Interest Rate, as determined, in its reasonable discretion, by the Calculation Agent).

"Relevant Screen Page" means, in respect of an Interest Rate, the Reuters Screen, the Bloomberg Page or such other page as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Underlying Price" means the relevant rate, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Termination Amount" means the relevant amount, as specified in Part B (general terms) of the applicable Issue Specific Terms.

Annex to General Conditions - Fund Linked Provisions

Adjustment, Modification and Disruption Provisions for Fund Linked Securities

- 1. Consequences of Fund Market Disruption Days**
- 2. Early Redemption in case of Change in Law**
- 3. Consequences of a Potential Adjustment Event**
- 4. Correction of Prices**
- 5. Consequences of a Crystallisation Event**
- 6. Consequences of an Adjusted NAV Event**
- 7. Definitions**

1. Consequences of Fund Market Disruption Days

If the Calculation Agent determines that any Scheduled Reference Date is a Fund Market Disruption Day in respect of a Fund, then the relevant Reference Date for such Fund shall be the first Calculation Date in respect of such Fund following the Fund Market Disruption Event End Date for the relevant Reference Date for such Fund, unless the Calculation Agent determines that each of the 60 consecutive calendar days following such Scheduled Reference Date is either a Fund Market Disruption Day for such Fund or not a Calculation Date for such Fund, or both. In that case:

- (a) the Business Day immediately following the 60th calendar day shall be deemed to be the relevant Reference Date for such Fund, notwithstanding the fact that such day is a Fund Market Disruption Day for such Fund and/or is not a Calculation Date for such Fund; and
- (b) the Calculation Agent may determine the net asset value per share or unit of such Fund on such last consecutive Business Day acting in its reasonable discretion (which may be zero and which may be determined by reference to a notional portfolio of transactions that synthetically creates an economic equivalent to such Fund), and such net asset value shall be the Underlying Price for the Reference Date for the relevant Reference Date.

2. Early Redemption in case of Change in Law

If the Calculation Agent determines, in its reasonable discretion, that a Change in Law has occurred, the Calculation Agent may direct the Issuer (but shall not be obliged to) to early redeem the Fund Linked Securities. If the Calculation Agent has directed the Issuer to redeem the Fund Linked Securities, the Issuer shall, within one month following the occurrence of the event, give notice to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions designating a termination date (the "**Termination Date**"). With effect to the Termination Date, the Issuer shall redeem all, but not some only, of the Fund Linked Securities by payment, for each Fund Linked Security, of an amount equal to the Termination Amount, subject to adjustment in accordance with the provisions of Fund Linked Provision 6 (*Consequences of an Adjusted NAV Event*) if the Calculation Agent determines that an Adjusted NAV Event has occurred in respect of such Termination Date. Payment of the Termination Amount will be due on the Settlement Date and be made in such manner as shall be notified to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions.

Notwithstanding the preceding paragraph, if the date of the early redemption would otherwise fall on or after the scheduled Settlement Date, the notice to the Security Holders regarding the early redemption shall be deemed to be void and of no effect.

3. Consequences of a Potential Adjustment Event

Following the determination by the Calculation Agent that a Potential Adjustment Event has occurred in respect of a Fund, the Calculation Agent will determine, in its reasonable discretion, whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of such Fund and, if so, will (a) make the corresponding adjustment, if any, to any one or

more of the terms of the Fund Linked Securities, including without limitation, any variable or term relevant to the settlement or payment under such Fund Linked Securities, as the Calculation Agent determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility or liquidity relative to such Fund), and (b) determine the effective date of that adjustment.

4. Correction of Prices

If the NAV of a Fund (or the net asset value per unit or share of such Fund, as estimated by the Calculation Agent) in respect of any relevant day is subsequently corrected by or on behalf of such Fund on or prior to the second Business Day immediately preceding the date in respect of which any amount may be payable under the Fund Linked Securities, where whether such amount is payable or the quantity of such amount is determined by reference to such NAV or net asset value per unit or share of such Fund, as estimated by the Calculation Agent for such relevant day, then the corrected NAV of such Fund shall be deemed to be the NAV or net asset value per unit or share of such Fund, as estimated by the Calculation Agent in respect of such relevant day, provided, however, that the Calculation Agent shall not be required to use such corrected NAV of such Fund to make or revise any calculations which it has made.

5. Consequences of a Crystallisation Event

5.1 A "**Crystallisation Event**" shall have occurred in respect of a Fund if the Calculation Agent, acting in its reasonable discretion, determines that:

- (i) a Potential Crystallisation Event has occurred or is continuing in relation to such Fund (a "**Affected Fund**") (including, for the purposes of this Fund Linked Provision 5 (*Consequences of a Crystallisation Event*) only, any cell, compartment or any segregated portfolios of such Fund) or any shares or units issued by such Fund, on any day in the period commencing on, and including, the Trade Date and ending on, and including, (a) in respect of any Potential Crystallisation Event other than a Non-full Cash Redemption Proceeds Event, the Final Valuation Date, or (b) in respect of a Potential Crystallisation Event that is a Non-full Cash Redemption Proceeds Event, the Settlement Date; and
- (ii) such Potential Crystallisation Event could (a) materially interfere with the ability of the Issuer and/or any of its affiliate(s) to unwind, maintain or establish all or a material portion of the hedge positions of the Issuer (and/or its affiliates) in respect of the Fund Linked Securities, and/or (b) materially change the risks associated with maintaining such hedge positions,

and the date on which the Calculation Agent makes the determinations under sub-paragraphs (i) and (ii) above in relation to such Potential Crystallisation Event and such Crystallisation Event shall be the "**Crystallisation Event Date**" for such events, provided that, if the Calculation Agent, acting in its reasonable discretion, determines that:

- (A) any event amounts to both a Fund Market Disruption Event and also a Crystallisation Event, then the Calculation Agent may in its reasonable discretion determine that such event shall be a Fund Market Disruption Event and that the provisions of Fund Linked Provision 1 (*Consequences of Fund Market Disruption Days*) shall apply to such event,

- and that the provisions of this Fund Linked Provision 5 (Consequences of a Crystallisation Event) shall not apply to such event; or
- (B) a Potential Crystallisation Event is a Non-full Cash Redemption Proceeds Event, then the Calculation Agent may in its reasonable discretion determine that (I) such event shall be an Adjusted NAV Event instead and the provisions of Fund Linked Provision 6 (*Consequences of an Adjusted NAV Event*) shall apply to such event, and that the provisions of this Fund Linked Provision 5 (Consequences of a Crystallisation Event) shall not apply to such event, or (II) such event shall be both an Adjusted NAV Event and a Crystallisation Event, and the provisions of this Fund Linked Provision 5 (*Consequences of a Crystallisation Event*) shall apply to such event, subject to adjustment in accordance with the provisions of Fund Linked Provision 6 (*Consequences of an Adjusted NAV Event*).
- 5.2 Subject to the provisions in Fund Linked Provision 5.4 below, on the occurrence of a Crystallisation Event in respect of a Fund, the Issuer and/or the Calculation Agent shall as soon as reasonably practicable, acting in its reasonable discretion, (i) replace such Fund with a replacement asset or basket of assets that preserves as closely as commercially practicable the original economic and investment objective of such Fund (the "**Substitution Fund**") with effect from the Substitution Date, and (ii) make such adjustments to the terms of the Fund Linked Securities (including, without limitation, any variable or term relevant to the calculation or payment under the Fund Linked Securities) as the Calculation Agent determines appropriate to account for the economic effect on the Fund Linked Securities of the occurrence or existence of such Crystallisation Event and the replacement of such Fund with the Substitution Fund and to preserve the original economic objective and rationale of the Fund Linked Securities.
- 5.3 Following the Substitution Date for an Affected Fund and in respect of any relevant day, any reference to such Affected Fund shall be deemed to be a reference to the Substitution Fund and any reference to the NAV of such Affected Fund on such day shall be deemed to be a reference to the net asset value of the Substitution Fund (as determined by the Calculation Agent) on such day.
- 5.4 Provided that:
- (i) if the date that would be selected by the Calculation Agent, acting in its reasonable discretion, to be the "Substitution Date" in respect of such Crystallisation Event falls or would fall, as is applicable, after the relevant Scheduled Reference Date, the replacement of such Affected Fund with the Substitution Fund shall not take place; or
- (ii) if the Calculation Agent, acting in its reasonable discretion, determines that the Issuer is unable, for whatever reason, to replace such Affected Fund with a Substitution Fund,
- then, in either case, the Calculation Agent may direct the Issuer (but shall not be obliged to) redeem all, but not some only, of the Fund Linked Securities on the Settlement Date (Crystallisation Event) by payment of the Settlement Amount (Crystallisation Event) by giving

notice to the Security Holders in accordance with Section 11 (*Notices*) of the General Conditions that the Fund Linked Securities shall be so redeemed.

For the avoidance of doubt, if the Fund Linked Securities are redeemed on the Settlement Date (Crystallisation Event) by payment of the Settlement Amount (Crystallisation Event) in respect of each Fund Linked Security, the Settlement Amount specified in the in Part B (general terms) of the applicable Issue Specific Terms shall not be payable on the Settlement Date.

The Issuer may give more than one notice, subject to the above provisions, and the latest valid notice, will prevail and the Fund Linked Securities will be redeemed by payment of the Settlement Amount (Crystallisation Event) or determined by reference to the latest valid notice.

6. Consequences of an Adjusted NAV Event

If the Calculation Agent determines that an Adjusted NAV Event has occurred, the Calculation Agent may (but shall not be obliged to), acting in its reasonable discretion, take one or more of the actions described in paragraph (i), (ii) or (iii) below, as applicable:

- (i) if the Calculation Agent determines that both an Adjusted NAV Event and a Crystallisation Event have occurred, then (a) the Calculation Agent may make any adjustments to the terms of the Fund Linked Securities pursuant to Fund Linked Provision 5.2(ii) or calculate the Settlement Amount (Crystallisation Event) by taking into consideration the Adjusted NAV of the Fund, and (b) all adjustments and/or calculations referred to in sub-paragraph (a) immediately above shall be determined by the Calculation Agent no later than the Adjusted NAV Determination End Date;
- (ii) if the Calculation Agent determines that an Adjusted NAV Event has occurred in respect of a Fund on any day from, and including, a Reference Date to, and including, the Actual Proceeds Observation Date corresponding to such Reference Date, (a) the Calculation Agent shall determine, no later than the Adjusted NAV Determination End Date, the amount(s) payable under the Fund Linked Securities in respect of such Reference Date by reference to the Adjusted NAV of such Fund instead of the NAV of such Fund, and (b) any such amount(s) shall be paid on the tenth Business Day following the Adjusted NAV Determination Date (or if there is an Adjusted NAV Event has occurred in respect of two or more Funds, the latest Adjusted NAV Determination Date to occur); and/or
- (iii) if the Calculation Agent determines that (a) a Change in Law has occurred, and (b) an Adjusted NAV Event has occurred in respect of a Fund in respect of the relevant Termination Date then (I) the Calculation Agent shall determine, no later than the Adjusted NAV Determination End Date, the Termination Amount by taking into consideration the Adjusted NAV of such Fund instead of the NAV of such Fund, and (II) such Termination Amount shall be paid on the tenth Business Day following the Adjusted NAV Determination Date (or if there is an Adjusted NAV Event has occurred in respect of two or more Funds, the latest Adjusted NAV Determination Date to occur).

The date on which a determination is made pursuant to paragraph (i), paragraph (ii)(a) or paragraph (iii)(a) above shall be the "**Adjusted NAV Determination Date**".

7. Definitions

The following terms and expressions shall have the following meanings in relation to Fund Linked Securities to which these Fund Linked Provisions apply:

"Actual Proceeds Observation Date" means, in respect of a Fund and any date, the last day on which a hypothetical investor in such Fund is scheduled to receive the proceeds of redemption of its investment pursuant to the Original Fund Prospectus of such Fund (without giving effect to any gating, deferral, suspension or other provisions permitting such Fund to delay or refuse redemption wholly in cash) if such hypothetical investor has complied with the requirements pursuant to the Original Fund Prospectus so as to redeem its investment at its valuation as of such date.

"Adjusted NAV" means, in respect of a Fund and any day, the net asset value per unit or share of such Fund determined by the Calculation Agent in its reasonable discretion, taking into account any Crystallisation Event and/or such other factors as the Calculation Agent considers to be appropriate, including, but not limited to:

- (i) market prices or values of shares or other assets in such Fund and other relevant economic variables (such as interest rates, dividend rates, financing costs, the value, price or level of any futures or options relating to shares or assets in such Fund, the volatility of such Fund or other reference asset(s), and exchange rates (if applicable)); and
- (ii) any adjustment of or reduction to the net asset value per unit or share of such Fund, as determined by the Calculation Agent in its reasonable discretion, by applying its own valuation models, provided that any proceeds from such Fund not received or liquidated in cash by the Adjusted NAV Determination End Date shall be deemed to be zero.

"Adjusted NAV Determination End Date" means in respect of a Fund and an Adjusted NAV Event Date, the Business Day immediately following the earlier of (i) 60 consecutive calendar days following the Actual Proceeds Observation Date in respect of such Fund and such Adjusted NAV Event Date or (ii) the 60 consecutive calendar days following the final Scheduled Reference Date.

"Adjusted NAV Event" means (and an Adjusted NAV Event shall be deemed to have occurred if), in respect of a Fund, if a Non-full Cash Redemption Proceeds Event is or would have been deemed to be a Crystallisation Event but for the application of proviso (B) to Fund Linked Provision 5.1 (and the date on which the Calculation Agent makes such determination shall be the **"Adjusted NAV Event Date"**).

"AUM" means, in respect of a Fund, the assets under management of the relevant Reference Fund as calculated and published by the relevant Reference Fund or the Fund Service Provider of such Fund, as determined by the Calculation Agent.

"AUM Threshold" means 75 per cent. (75%), unless a different percentage is specified in Part B (general terms) of the applicable Issue Specific Terms.

"AUM(t)" means, in respect of a Fund, the AUM of the relevant Reference Fund in respect of the relevant day.

"Change in Law" means that on or after the Issue Date, due to (i) the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law) or (ii) the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Calculation Agent determines that the Issuer and/or any of its affiliates will incur a materially increased cost in performing its obligations under the Fund Linked Securities (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

"Calculation Date" means, unless otherwise specified in Part B (general terms) of the applicable Issue Specific Terms: (a) in respect of Fund Linked Securities referencing a single Fund, each Fund Calculation Day, (b) in respect of Fund Linked Securities referencing a Fund Basket, each Common Fund Calculation Day.

"Common Fund Calculation Day" means, in respect of a Fund Basket, a day that is a Fund Calculation Day for each of the Funds included in such Fund Basket.

"Dealing Charge Threshold" means 0.20 per cent. (0.20%), unless a different percentage is specified in Part B (general terms) of the applicable Issue Specific Terms.

"Fund" means, subject to adjustment and/or substitution in accordance with these Fund Linked Provisions, each fund specified in Part B (general terms) of the applicable Issue Specific Terms, and related expressions shall be construed accordingly.

"Fund Basket" means a basket composed of Funds in the relative proportions or numbers of Funds, as specified in Part B (general terms) of the applicable Issue Specific Terms.

"Fund Calculation Day" means, in respect of a Fund, a day on which the NAV of such Fund is scheduled to be calculated and reported by such Fund or the Fund Service Provider of such Fund, as determined by the Calculation Agent.

"Fund Linked Securities" means Securities for which, pursuant to Part B (general terms) of the applicable Issue Specific Terms, the Fund Linked Provisions apply.

"Fund Prospectus" means, in respect of a Fund and any relevant date, the prospectus of such Fund as of the Trade Date, as amended, updated and/or supplemented from time to time up to, and including, such date.

"Fund Market Disruption Day" means, in respect of a Fund, any Fund Calculation Day for such Fund on which a Fund Market Disruption Event in respect of such Fund has occurred or is continuing.

"Fund Market Disruption Event" means, in respect of a Fund, (a) a suspension or limitation of subscriptions or redemptions in such Fund on any Fund Calculation Day, or (b) a failure to receive valuations for (which, for the avoidance of doubt, shall include the non-publication or non-availability of the NAV or any relevant net asset value) such Fund on any Fund Calculation Day, as determined by the Calculation Agent in its reasonable discretion, and provided that, if the Calculation Agent, acting in its reasonable discretion, determines that any event amounts to both a Fund Market Disruption Event and also a Crystallisation Event, then the Calculation

Agent may in its discretion determine that such event shall be a Crystallisation Event and that the provisions of Fund Linked Provision 5 (*Consequences of a Crystallisation Event*) shall apply to such event, and that the provisions of Fund Linked Provision 1 (*Consequences of Fund Market Disruption Days*) shall not apply to such event.

"Fund Market Disruption Event End Date" means, in respect of a Fund, the day on which the relevant Fund Market Disruption Event in respect of such Fund ceases to exist.

"Underlying Price" means, in respect of a Fund and any relevant date, the NAV of such Fund for such date, adjusted to account for any subscription or redemption costs or dealing charges that would have been charged to the Issuer and/or any of its affiliate(s) by such Fund, as determined by the Calculation Agent acting in its reasonable discretion or the price as defined in Part B (general terms) of the applicable Issue Specific Terms.

"Fund Service Provider" means, in respect of a Fund, any person who is appointed to provide services, directly or indirectly, for such Fund, including the investment manager, investment adviser, fund administrator, trustee, depository, custodian, prime broker, registrar, transfer agent, and any other person specified as such in the relevant Fund Prospectus.

"Fund Service Provider Agreement" means, in respect of a Fund, an agreement entered into by, or on behalf of, such Fund and a Fund Service Provider of such Fund.

"Holding Threshold" means 10 per cent. (10%), unless a different percentage is specified in Part B (general terms) of the applicable Issue Specific Terms.

"Settlement Date (Crystallisation Event)" means the later of (i) the scheduled Settlement Date or such later date as determined by the Calculation Agent, provided that such later date shall not be later than the tenth Business Day after the date on which the notice for the Crystallisation Event is given, and (ii) if an Adjusted NAV Event occurred, the tenth Business Day following the Adjusted NAV Determination Date (or if there is an Adjusted NAV Event in respect of two or more Funds, the latest Adjusted NAV Determination Date to occur).

"Maximum AUM" means, in respect of a Fund and any relevant day and the relevant Reference Fund, the highest AUM (which may include any estimated AUM by the Calculation Agent) in the six-month period ending on the day immediately preceding such day.

"Maximum NAV" means, in respect of a Fund and any relevant day, the highest NAV (which may include any estimated net asset value by the Calculation Agent) of such Fund in the six-month period ending on the day immediately preceding such day.

"NAV" means, in respect of a Fund, the net asset value per unit or share of such Fund as calculated and reported by such Fund or the Fund Service Provider of such Fund.

"NAV Threshold" means, in respect of a Fund, 85 per cent. (85%), unless a different percentage is specified in Part B (general terms) of the applicable Issue Specific Terms.

"NAV(t)" means, in respect of a Fund, the NAV of such Fund in respect of the relevant day.

"Non-full Cash Redemption Proceeds Event" shall have the meaning given to it in subparagraph (iv) (*Non-full Cash Redemption Proceeds Event*) in the definition of "Potential Crystallisation Event".

"Option" means, in respect of a Fund Linked Security, the option component or embedded derivative(s) in respect of the Nominal and/or Calculation Amount which provides exposure to the Fund or each Fund in the Fund Basket or other reference asset(s), as the case may be, the terms of which are fixed on the Issue Date in order to enable the Issuer to issue such Fund Linked Security at the relevant price and on the relevant terms, all as determined by the Calculation Agent and acting in its reasonable discretion. For the avoidance of doubt, the bond component in respect (if any) of the Nominal and/or Calculation Amount of the Fund Linked Securities is excluded from the Option.

"Option Value" means, in respect of each Fund Linked Security, the value (if any) of the Option, subject to a minimum of zero, as calculated by the Calculation Agent on such day and time as selected by the Calculation Agent at or around the date of the notice for the Crystallisation Event, is given by reference to such factors as the Calculation Agent considers to be appropriate including, without limitation:

- (A) market prices or values of shares or other assets in the Fund or each Fund in the Fund Basket, as the case may be, and other relevant economic variables (such as interest rates, dividend rates, financing costs, the value, price or level of any futures or options relating to shares or other assets in the Fund or each Fund in the Fund Basket, as the case may be, the volatility of the Fund or each Fund in the Fund Basket, as the case may be, or other reference asset(s) and exchange rates (if applicable));
- (B) the time remaining to maturity of such Fund Linked Security had it remained outstanding to scheduled maturity;
- (C) internal pricing models;
- (D) prices at which other market participants might bid for the Option, which for the avoidance of doubt may take into account, but not limited to, the actual or anticipated subscription or redemption costs or dealing charges in relation to the Underlying, and
- (E) the event leading to the determination of the Option Value,

and converted into the Settlement Currency at a rate of exchange determined by the Calculation Agent in its reasonable discretion. If an Adjusted NAV Event has occurred pursuant to an occurrence of a Non-full Cash Redemption Proceeds Event, then such determination of the Option Value shall be subject to adjustment in accordance with the provisions of Fund Linked Provision 6 (*Consequences of an Adjusted NAV Event*).

"Option Value Accrued Interest" means, in respect of each Fund Linked Security, an amount in the Settlement Currency equal to the sum of the interest amounts calculated in respect of each day in the period commencing on, but excluding, the day on which the Option Value is determined and ending on, but excluding, the scheduled Settlement Date, where each such interest amount is determined as the *product* of (i) the Option Value, (ii) an overnight interest

rate or an achievable market rate of interest for the Settlement Currency and the relevant day and (iii) a day count fraction customary for calculation of overnight interest in respect of the Settlement Currency, all as determined by the Calculation Agent in its reasonable discretion.

"Original Fund Prospectus" means, in respect of a Fund, the prospectus of such Fund as of the Trade Date (including any supplements up to such date), excluding any subsequent amendments, updates and/or supplements.

"Potential Adjustment Event" means any of the following:

- (i) a subdivision, consolidation or reclassification of the relevant number of units, shares or interests of such Fund or amount of such unit, share or interest, or a free distribution or dividend by such Fund to existing holders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing holders of such Fund of (a) an additional amount per unit, share or interest of such Fund, or (b) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of such Fund or of another issuer acquired or owned (directly or indirectly) by such Fund as a result of spin-off or (c) 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 repurchase by such Fund whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of such Fund initiated by an investor of such Fund; or
- (v) any other event that may have a diluting or concentrative effect on the theoretical value of such Fund as determined by the Calculation Agent.

Provided that if the applicable Issue Specific Terms in Part B (general terms) specify "Extraordinary Dividend – Non-Potential Adjustment Event" to be applicable, and if the Calculation Agent determines that any such event constitutes and/or will amount to an extraordinary dividend, the Calculation Agent may determine that such event shall not constitute a Potential Adjustment Event.

"Potential Crystallisation Event" means the occurrence of any of the following events listed specified as applicable in Part B (general terms) of the applicable Issue Specific Terms in relation to a Fund, as determined by the Calculation Agent:

- (i) *Winding-Up of a Fund or Investment Adviser*: either (a) such Fund or its investment adviser is unable to pay its debts as they fall due or otherwise becomes insolvent or goes into liquidation (other than for the purpose of reconstruction or amalgamation) or if a liquidator, administrator or equivalent is appointed in respect of such party or a substantial part of its assets or (b) such Fund is the subject of a court order for its winding up or liquidation or other cessation of trading of such Fund or any units or shares issued by such Fund;

- (ii) *Fund Service Provider and Fund Agreements*: any of (a) the termination of the relevant Fund Service Provider Agreement, unless a replacement Fund Service Provider has been appointed, (b) the breach of any contractual obligations by a Fund Service Provider under the relevant Fund Service Provider Agreement which results in an increase in any of the costs or fees from that set out in the relevant Original Fund Prospectus, (c) in respect of the investment management or investment advisory agreement, any actual or potential termination of the investment management or investment advisory agreement, in each case, as notified by the management company or directors of such Fund or (d) any other significant change from that set out in the relevant Original Fund Prospectus, which would have significant impact on the investors, including (but not limited to) change in currency, incorporation, domicile, or a significant change in any Fund Service Provider including any of the affiliates of the investment manager or investment adviser taking over such duties;
- (iii) *Key individuals*: one or more key individuals involved with, or having supervision over, a Fund Service Provider ceases to act in such capacity and the relevant Fund Service Provider fails to appoint a replacement having similar qualifications to those of the key individual(s) ceasing to act;
- (iv) *Non-full Cash Redemption Proceeds Event*: such Fund, or the Fund Service Provider acting on behalf of such Fund, to effect subscriptions and redemptions in units or shares issued by such Fund, fails to accept or execute subscriptions or redemptions wholly in cash and/or in accordance with any settlement schedule provided in the relevant Original Fund Prospectus, (which, for the avoidance of doubt, shall disregard any gating, deferral, suspension or other provisions permitting such Fund to delay or refuse redemption in full) (including the Calculation Agent becoming aware that the redemption proceeds that would be paid to an investor (being a financial institution or its affiliates based in the same jurisdiction as the Issuer) of such Fund in respect of redemption of a fund share differs from the NAV of such fund share), as determined by the Calculation Agent acting in its reasonable discretion;
- (v) *Application of Recurrent Cost and Charges on a Fund*: in respect of any day, the aggregate subscription or redemption costs or dealing charges incurred by the Issuer and/or any of its affiliates over the preceding twelve-month period ending on the day immediately preceding such day, relating to the units or shares issued by such Fund, exceeds an amount equal to the aggregate of the Dealing Charge Threshold of the NAV of each unit or share of such Fund that is subscribed for, redeemed or otherwise dealt with by the Issuer and/or any of its affiliates in unwinding, maintaining or establishing a hedge in respect of the Fund Linked Securities;
- (vi) *Agreements with the Issuer and/or its Affiliates*: any actual or potential termination, removal or unilateral amendment by any party of any agreement or arrangement made by the Issuer and/or any of its affiliates in respect of a Fund, or amendments to fee levels of various share classes of such Fund, which results in either (a) the Issuer and/or any of its affiliates becoming liable to (I) an increase in any costs or fees related to trading or

holding units or shares of the Fund specified in the Original Fund Prospectus, or (II) any entry and/or exit fees related to trading units or shares of the Fund; or (b) breach of any terms and/or the early termination by a counterparty to any agreement or arrangement (including, but not limited to, any cooperation agreement or swap agreement) made by the Issuer and/or any of its affiliates in respect of such Fund (including, but not limited to, any failure by a counterparty to pay any fee rebate or other payment owed to the Issuer and/or any of its affiliates under such agreement);

- (vii) *Dealing Restrictions*: any of (a) a decrease in the frequency of dealing in any units or shares issued by such Fund from the frequency stipulated in relation to such Fund in the relevant Original Fund Prospectus, (b) the imposition of any dealing restrictions in relation to any units or shares issued by such Fund not specified in the relevant Original Fund Prospectus including, without limitation, a minimum or maximum dealing size (including any increase in dealing size, whether or not applicable solely to the Issuer and/or any of its affiliates), a delay (partial or otherwise) in dealing, an extension of the notice period, or material change in the notice times, for dealing, a suspension or termination of subscription, redemption (including by way of redemption in specie) or settlement, (c) a failure by such Fund to accept subscriptions or execute redemptions in full, (d) any comparable restriction imposed on any similar method for increasing or decreasing exposure to such Fund not specified in the relevant Original Fund Prospectus;
- (viii) *Reporting Disruption Event*: either (a) the occurrence of any event affecting the units or shares of a Fund that in the determination of the Calculation Agent acting in its reasonable discretion would make it impossible for the Calculation Agent to determine the value of such units or shares, or (b) any failure by such Fund or a Fund Service Provider to deliver information or valuation that such Fund has agreed to deliver (including the non-publication or non-availability of the NAV or any relevant net asset value by such Fund or the relevant Fund Service Provider that it is obliged to deliver), in each case, where such event is occurring or subsisting in respect of at least five consecutive Fund Calculation Days;
- (ix) *Breach of Investment Guidelines and Restrictions*: any material deviation from the investment guidelines or breach of the investment restrictions of such Fund set out in relation to such Fund in the relevant Original Fund Prospectus;
- (x) *Change to Investment Guidelines or Investment Style*: either (a) an official, announced, material change to the investment guidelines of such Fund which changes the investment objective of such Fund as specified in the relevant Original Fund Prospectus or (b) a material change to the investment style and/or risk level of such Fund;
- (xi) *Regulatory or Legal Action*: regulatory action, litigation, dispute or legal proceedings against such Fund, or its investment adviser or any Fund Service Provider of such Fund that has a material adverse effect on the functioning, operations, inflows or outflows of such Fund;

- (xii) *Loss of licence or Authority*: such Fund, or its investment adviser or any Fund Service Provider of such Fund (a) loses any relevant licence or new conditions are imposed on such licence or (b) has any regulatory authorisation, registration or approval cancelled, suspended, revoked or removed for whatever reason, which has a material adverse effect on the functioning, operations, inflows or outflows of such Fund;
- (xiii) *Regulatory Event*: either (a) the Calculation Agent determines at any time, acting in its reasonable discretion, that as a result of (I) the adoption of or any change in any relevant law or regulation (or any interpretation thereof) or any change to the regulatory capital treatment of the Issuer and/or any of its affiliates or its obligations under the Fund Linked Securities or any hedging transactions in respect of the Fund Linked Securities, (II) the promulgation of or any change in the interpretation by any court, tribunal, government or regulatory authority with competent jurisdiction of any relevant law or regulation (including without limitation the Wall Street Transparency and Accountability Act of 2010), or (III) the public or private statement or action by, or response of, any relevant authority or regulatory agency or any official or representative thereof acting in an official capacity, in each case from the circumstances in existence as at the Trade Date, (A) the regulatory treatment of the Issuer and/or any of its affiliates in respect of its obligations under the Fund Linked Securities or such Fund or any hedging transactions in respect of the Fund Linked Securities or such Fund has become materially less favourable to the Issuer and/or any of its affiliates than was originally contemplated, (B) the Issuer and/or any of its affiliates have incurred or there is a reasonable likelihood that the Issuer and/or any of its affiliates will incur a materially increased cost, or will be subject to materially increased regulatory capital requirements, in the performance of its obligations under or execution of any hedging transactions in respect of the Fund Linked Securities or such Fund (including any increase in capital charges or decrease in capital or capital ratios) than was originally contemplated or (C) that the Issuer and/or any of its affiliates will incur an obligation to post margin or other collateral, or the ability of the Issuer and/or any of its affiliates to perform its obligations under or execution of any hedging transactions in respect of the Fund Linked Securities or such Fund would otherwise be materially adversely affected; or (b) due to the promulgation of any rule, regulation or guideline under the Dodd-Frank Wall Street Reform and Consumer Protection Act (including, without limitation, Section 619 thereof), the Issuer determines in its reasonable discretion that, (I) it is or will within the next 30 calendar days become illegal and/or a breach of any rule or guideline for it to purchase or hold interest in such Fund, or to perform its obligations under or to execute any hedging transactions in respect of the Fund Linked Securities or such Fund; (II) continuing to perform its obligations under or to execute any hedging transactions in respect of the Fund Linked Securities or such Fund will impose significant unanticipated costs or compliance burdens on it and/or its affiliates; and/or (III) there is or will within the next 30 calendar days be a material restriction on it purchasing or holding interest in such Fund or performing its obligations under or executing any hedging transactions in respect of the Fund Linked Securities or such Fund;

- (xiv) *Tax Event*: any change in tax law or interpretation of tax law which would affect payments made to investors in, or an investor having exposure to, such Fund;
- (xv) *Maximum AUM Event*: on any day at any time, the total exposure of the Issuer and/or any of its affiliates to the relevant Reference Fund (in physical and synthetic form) is greater than the Holding Threshold of the AUM of the relevant Reference Fund, as determined by the Calculation Agent acting in its reasonable discretion;
- (xvi) *Material Adverse Fund Event*: In respect of an Fund on any relevant day, as determined by the Calculation Agent, any of the following specified as applicable in Part B (general terms) of the applicable Issue Specific Terms occurs:
 - (a) Material Adverse Fund Event 1: the quotient of (I) the NAV(t) of such Fund, divided by (II) the Maximum NAV of such Fund, is less than the NAV Threshold, adjusted for any Potential Adjustment Event, as determined by the Calculation Agent;
 - (b) Material Adverse Fund Event 2: the quotient of (I) the AUM(t) of such Fund, divided by (II) the Maximum AUM of such Fund, is less than the AUM Threshold, adjusted for any Potential Adjustment Event, as determined by the Calculation Agent;
 - (c) Material Adverse Fund Event 3: the annualised daily realised volatility of such Fund calculated over the six-month period ending on the day immediately preceding such day is greater than the Volatility Threshold, as determined by the Calculation Agent;
 - (d) Material Adverse Fund Event 4: the AUM(t) of such Fund is less than the AUM Threshold, adjusted for any Potential Adjustment Event, as determined by the Calculation Agent;
 - (e) Material Adverse Fund Event 5: the absolute *difference* between (I) the annualised daily realised volatility of such Fund calculated over the six-month period ending on the day immediately preceding such day; and (II) the lesser of (A) the Volatility Percentage and (B) the annualised daily realised volatility of the Volatility Reference Asset calculated over the same period of time is greater than the Volatility Threshold, as determined by the Calculation Agent.

"Reference Date" means each Scheduled Reference Date, subject to adjustment in accordance with these Fund Linked Provisions.

"Reference Fund" means, in respect of a Fund, the fund specified as the "Reference Fund" in respect of such Fund in Part B (general terms) of the applicable Issue Specific Terms.

"Scheduled Reference Date" means in respect of a Fund, each the Final Valuation Date and/or any other date specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"Settlement Amount (Crystallisation Event)" means (A), as determined by the Calculation Agent and acting in the reasonable discretion, an amount in the Settlement Currency equal to the sum of (i) (a) if a Minimum Amount is specified in Part B (general terms) of the applicable Issue

Specific Terms, the *Minimum Amount*, otherwise (b) zero, *plus* (ii) the Option Value, *plus* (iii) the Option Value Accrued Interest or (B) the amount specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"**Substitution Date**" means the date as determined by the Calculation Agent on which the replacement of an Affected Fund with a Substitution Fund and any relevant adjustments to the terms of the Fund Linked Securities shall be deemed to be effective.

"**Termination Date**" has the meaning given thereto in Fund Linked Provision 2 (*Early Redemption in case of Change in Law*).

"**Termination Amount**" means an amount in respect of each Fund Linked Security which is determined by the Calculation Agent in its reasonable discretion as a fair market price of a Fund Linked Security immediately prior to the Termination Date, taking into account the remaining time value of the relevant Fund Linked Security. When determining the Termination Amount, the Calculation Agent may, *inter alia*, also consider the probability of default of the Issuer or of the Guarantor based on the credit spreads quoted on the market or on the yields of bonds of the Issuer or of the Guarantor that are traded with sufficient liquidity at the time of determining the Termination Amount. In relation to Italian Listed Securities (to the extent required by the relevant regulated market and/or multilateral trading facility), the Termination Amount (to the extent specified in the Conditions) shall not be adjusted to account fully for any reasonable expenses and costs of the Issuer and/or its affiliates, including those relating to the unwinding of any underlying and/or related hedging and funding arrangements as determined by the Calculation Agent.

"**Trade Date**" means the date specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"**Volatility Threshold**" means 10 per cent. (10%), unless a different percentage is specified as such in Part B (general terms) of the applicable Issue Specific Terms.

"**Volatility Percentage**" means 15 per cent. (15%), unless a different percentage is specified in Part B (general terms) of the applicable Issue Specific Terms.

"**Volatility Reference Asset**" means the reference asset specified as such in Part B (general terms) of the applicable Issue Specific Terms.

Annex to General Conditions - Standard form of Renouncement Notice (Italian Listed Securities)

STANDARD FORM OF WAIVER OF EXERCISE

To be completed by the Holders of [*Insert name of Securities*], due [●] (the "Certificates")

To: [*Insert contact details of the Calculation Agent*]

e-mail: [*Insert Calculation Agent e-mail*]

Attn.:

Phone:

and

To: [*Insert contact details of the Principal Programme Agent*]

Attn.:

Phone:

e-mail:

and

To: [*Insert contact details of the relevant Clearing System*]

Attn.:

Phone:

e-mail:

[and

To: [*Insert contact details of the Agent in Italy*]

Attn.:

Phone:

e-mail:]

Failure properly to complete this Waiver of Exercise or to submit a substantially similar form of Waiver of Exercise shall result in the Waiver of Exercise being treated as null and void.

PLEASE USE BLOCK CAPITALS

1. Details of Holder(s) of the Certificates

Name:

Address:

Facsimile:

Telephone:

2. Details of Series of [Certificates]

The Series of [Certificates] to which this Waiver of Exercise relates:

3. Waiver of Automatic Exercise

I/We, being the holder of the [Certificates] referred to below forming part of the above Series of [Certificates], hereby waive the automatic exercise of such [Certificates] in accordance with the terms and conditions thereof.

4. Number of Certificates

The number of [Certificates] is as follows:

5. Dated

6. Signed

V. FORM OF ISSUE SPECIFIC TERMS

The "Issue Specific Terms" of the Securities shall, for the relevant series of Securities, supplement and complete the General Conditions. A version of the Issue Specific Terms, as amended and completed for the specific series of Securities, will be replicated in the applicable Final Terms. The Issue Specific Terms as replicated in the applicable Final Terms and the General Conditions (including the applicable Underlying Specific Provisions) together constitute the "Conditions" of the relevant series of Securities.

The following Issue Specific Terms set out the product specific terms (the "Product specific terms") of the respective type of Securities (Product No. [●] in the Base Prospectus), selected and completed in the applicable Final Terms, and, in addition, the general terms (the "General terms") which supplement the General Conditions set out in the Base Prospectus and which are applicable to the Securities.

Part A - Product specific terms

Product No. 1. Product specific terms applicable to Bonus Securities

Settlement Amount

The Settlement Amount equals:

[insert in case of Bonus Securities with Multiplier:

(a) if no Barrier Event has occurred, the higher of the following values:

(i) the Bonus Amount, or

(ii) the product of the Reference Price and the Multiplier

(b) otherwise, the product of the Reference Price and the Multiplier.]

[insert in case of Bonus Securities with Nominal and/or Calculation Amount:

(a) if no Barrier Event has occurred, the higher of the following values:

(i) the Bonus Amount, or

(ii) the product of the [Nominal][Calculation Amount] and the Performance of the Underlying

(b) [if a Barrier Event has occurred, but the Reference Price is [equal to or] above the Initial Reference Price, the [[Nominal][Calculation Amount]][higher of the following values:

(i) the [Nominal][Calculation Amount],

(ii) the product of the [Nominal][Calculation Amount] and the Performance of the Underlying], or

(c) if a Barrier Event has occurred [and the Reference Price is [equal to or] below the Initial Reference Price], the product of the [Nominal][Calculation Amount] and the Performance of the Underlying.]

[insert in case of Bonus Securities with Nominal and/or Calculation Amount and Participation Factor:

(a) if no Barrier Event has occurred, the higher of the following values:

(i) the Bonus Amount, or

(ii) the product of (A) the [Nominal][Calculation Amount] and (B) the sum of (x) 100 % and (y) the Participation Factor multiplied by the difference between (i) the Performance of the Underlying and (ii) 1;

(b) otherwise, [the product of the [Nominal][Calculation Amount] and the Performance of the Underlying][the higher of the following values:

(i) the product of the [Nominal][Calculation Amount] and the Performance of the Underlying; or

(ii) the product of (A) the [Nominal][Calculation Amount] and (B) the sum of (x) 100 % and (y) the Participation Factor multiplied by the difference between (i) the Performance of the Underlying and (ii) 1.]]

[insert in case of Bonus Securities with Nominal and/or Calculation Amount and different Participation Factors:

(a) if no Barrier Event has occurred:

the [Nominal][Calculation Amount] multiplied by the Upside Participation Factor and the Performance of the Underlying;

(b) otherwise:

the [Nominal][Calculation Amount] multiplied by the difference between (A) 1 and (B) the product of (x) the Downside Participation Factor and (y) the difference between 1 and the Performance of the Underlying, whereby in this case the Settlement Amount is at least equal to the Base Amount.]

Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
[Base Amount]	[●]
Bonus Amount	[Product of the Multiplier and the Bonus Level][Product of the [Nominal][Calculation Amount] and the Bonus Level] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Bonus Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Calculation Amount]	[●]
[Downside Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Multiplier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[●]
Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
[Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Performance of the Underlying]	[Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price][●]
Observation Price	[●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Upside Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 2. Product specific terms applicable to Capped Bonus Securities

Settlement Amount	The Settlement Amount equals: <i>[insert in case of Capped Bonus Securities with Multiplier:</i> (a) if no Barrier Event has occurred, the higher of the following values: (i) the Bonus Amount, or
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- (ii) the product of the Reference Price and the Multiplier
- (b) otherwise, the product of the Reference Price and the Multiplier.]

[insert in case of Capped Bonus Securities with Nominal and/or Calculation Amount:

(a) if no Barrier Event has occurred, the higher of the following values:

- (i) the Bonus Amount, or
- (ii) the product of the [Nominal][Calculation Amount] and the Performance of the Underlying

(b) [if a Barrier Event has occurred, but the Reference Price is [equal to or] above the Initial Reference Price, the [[Nominal][Calculation Amount]][higher of the following values:

- (i) the [Nominal][Calculation Amount],
- (ii) the product of the [Nominal][Calculation Amount] and the Performance of the Underlying], or

(c) if a Barrier Event has occurred [and the Reference Price is [equal to or] below the Initial Reference Price], the product of the [Nominal][Calculation Amount] and the Performance of the Underlying.]

[insert in case of Capped Bonus Securities with Nominal and/or Calculation Amount and Participation Factor:

(a) if no Barrier Event has occurred, the higher of the following values:

- (i) the Bonus Amount, or
- (ii) the product of (A) the [Nominal][Calculation Amount] and (B) the sum of (x) 100 % and (y) the Participation Factor multiplied by the difference between (i) the Performance of the Underlying and (ii) 1;

(b) otherwise, [the product of the [Nominal][Calculation Amount] and the Performance of the Underlying][the higher of the following values:

- (i) the product of the [Nominal][Calculation Amount] and the Performance of the Underlying; or

(ii) the product of (A) the [Nominal][Calculation Amount] and (B) the sum of (x) 100 % and (y) the Participation Factor multiplied by the difference between (i) the Performance of the Underlying and (ii) 1.]]

[insert in case of Capped Bonus Securities with Nominal and/or Calculation Amount and different Participation Factors:

(a) if no Barrier Event has occurred:

the [Nominal][Calculation Amount] multiplied by the Upside Participation Factor and the Performance of the Underlying;

(b) otherwise:

the [Nominal][Calculation Amount] multiplied by the difference between (A) 1 and (B) the product of (x) the Downside Participation Factor and (y) the difference between 1 and the Performance of the Underlying, whereby in this case the Settlement Amount is at least equal to the Base Amount.]

The Settlement Amount in any case will not exceed the Maximum Amount.

Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
[Base Amount]	[●]
Bonus Amount	[Product of the Multiplier and the Bonus Level][Product of the [Nominal][Calculation Amount] and the Bonus Level] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Bonus Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Calculation Amount]	[●]
Cap	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Downside Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Maximum Amount	[Product of the Multiplier and the Cap][Product of the [Nominal][Calculation Amount] and the Cap divided by the Initial Reference Price] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Multiplier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[●]
Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
[Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Performance of the Underlying]	[Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price][●]
Observation Price	[●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Upside Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 3. Product specific terms applicable to Discount Securities

Settlement Amount	<p>The Settlement Amount equals:</p> <p><i>[insert in case of Discount Securities with Multiplier:</i></p> <p>(a) if the Reference Price is above or equal to the Cap, the Maximum Amount, or</p> <p>(b) if the Reference Price is below the Cap, the Reference Price multiplied by the Multiplier.]</p> <p><i>[insert in case of Discount Securities with Nominal and/or Calculation Amount:</i></p> <p>(a) if the Reference Price is above or equal to the Cap, the Maximum Amount, or</p> <p>(b) if the Reference Price is below the Cap, the [Nominal][Calculation Amount] multiplied by the Performance of the Underlying.]</p> <p><i>[insert in case of Discount Securities which may be settled by Physical Settlement:</i></p> <p>(a) if the Reference Price is above or equal to the Cap, the Maximum Amount, or</p>
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	(b) if the Reference Price is below the Cap, a quantity of [the Underlying] [shares of an Exchange Traded Fund] expressed by the Physical Delivery Unit.]
[Calculation Amount]	[●]
Cap	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Maximum Amount	[Product of Multiplier and Cap][Product of [Nominal][Calculation Amount] and [Cap divided by the Initial Reference Price][Initial Reference Price divided by Cap]] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Multiplier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[●]
[Performance of the Underlying]	[Reference Price divided by the Initial Reference Price][Initial Reference Price divided by the Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Share of an Exchange Traded Fund]	[●]

Product No. 4. Product specific terms applicable to Reverse Convertible Securities

Settlement Amount *[insert in case of Reverse Convertible Securities which in any case are settled in cash:*

The Settlement Amount equals:

(a) if the Reference Price is [equal to or] above the Strike, the [Nominal][Calculation Amount],

(b) otherwise, the product of the [Nominal][Calculation Amount]and the Performance of the Underlying.]

[insert in case of Reverse Convertible Securities, which are possibly settled by Physical Settlement:

The Settlement Amount equals:

(a) if the Reference Price is [equal to or] above the Strike, the [Nominal][Calculation Amount],

	(b) otherwise, a quantity of [the Underlying] [shares of an Exchange Traded Fund] expressed by the Physical Delivery Unit.]
[Calculation Amount]	[•]
[Coupon]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Amount]	[•] [The Coupon Amount is calculated as follows: (a) in the case that the relevant Coupon Payment Date is on or before the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: [Nominal][Calculation Amount] x Coupon x Coupon Day Count Fraction; or (b) in the case that the relevant Coupon Payment Date is after the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: Final Instalment Amount x Coupon x Coupon Day Count Fraction.] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Reference Date]	[•]
[ETF Reference Price]	[•] [The ETF Reference Price equals the [Net Asset Value (as calculated by [•] and] published [•])][•] of the share of the ETF on the [Final Valuation Date][•]. If no [Net Asset Value] [•] is [calculated or] published on the [Final Valuation Date][•], the ETF Reference Price equals the [Net Asset Value][•] of the share of the ETF as it is [calculated and] published on the next following ETF Valuation Date, unless the [Net Asset Value][•] is not [calculated and] published on the [[•] Payment Date][•] following the [Final Valuation Date][•] either. In that case an ETF Reference Price Disruption (the " ETF Reference Price Disruption ") has occurred. If an ETF Reference Price Disruption has occurred, then in lieu of the delivery of the relevant Physical Delivery Amount and notwithstanding any other provision hereof, the Calculation Agent may satisfy its obligation in respect of the relevant Security Holder by payment to the relevant Security Holder of the Disruption Settlement Amount on the Settlement Date. The Calculation Agent shall give notice as soon as practicable in accordance with Section 11 of the General Conditions that an ETF Reference Price Disruption Event has occurred.] [" ETF Valuation Date " in this regard means [each day on which the [Net Asset Value][•] of the share of the ETF is published.] [•]]
Initial Reference Price	[•] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Nominal]	[•]

[Performance of the Underlying]	[Reference Price divided by the [Initial Reference Price][Strike]] [[Initial Reference Price][Strike] divided by the Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Share of an Exchange Traded Fund]	[●]
Strike	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 5. Product specific terms applicable to Barrier Reverse Convertible Securities

Settlement Amount	<p><i>[insert in case of Barrier Reverse Convertible Securities, which in all cases are settled in cash:</i></p> <p>The Settlement Amount equals:</p> <p>(a) if the Reference Price is [equal to or] above the Strike, the [Nominal][Calculation Amount],</p> <p>(b) if the Reference Price is [equal to or] below the Strike, but no Barrier Event has occurred, the [Nominal][Calculation Amount],</p> <p>(c) if the Reference Price is [equal to or] below the Strike, <u>and</u> a Barrier Event has occurred, the product of the [Nominal][Calculation Amount] and the Performance of the Underlying.]</p> <p><i>[insert in case of Barrier Reverse Convertible Securities, which may be settled by Physical Settlement:</i></p> <p>The Settlement Amount equals:</p> <p>(a) if the Reference Price is [equal to or] above the Strike, the [Nominal][Calculation Amount],</p> <p>(b) if the Reference Price is [equal to or] below the Strike, but no Barrier Event has occurred, the [Nominal][Calculation Amount],</p> <p>(c) if the Reference Price is [equal to or] below the Strike <u>and</u> a Barrier Event has occurred, a quantity of [the Underlying] [shares of an Exchange Traded Fund] expressed by the Physical Delivery Unit.]</p>
Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Barrier Event	[Touch][Break]
[Calculation Amount]	[●]
[Coupon]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Amount]	[●] [The Coupon Amount is calculated as follows: (a) in the case that the relevant Coupon Payment Date is on or before the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: [Nominal][Calculation Amount] x Coupon x Coupon Day Count Fraction; or (b) in the case that the relevant Coupon Payment Date is after the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: Final Instalment Amount x Coupon x Coupon Day Count Fraction.] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Reference Date]	[●]
[ETF Reference Price]	[●] [The ETF Reference Price equals the [Net Asset Value (as calculated by [●] and] published [●])[●] of the share of the ETF on the [Final Valuation Date][●]. If no [Net Asset Value] [●] is [calculated or] published on the [Final Valuation Date][●], the ETF Reference Price equals the [Net Asset Value][●] of the share of the ETF as it is [calculated and] published on the next following ETF Valuation Date, unless the [Net Asset Value][●] is not [calculated and] published on the [[●] Payment Date][●] following the [Final Valuation Date][●] either. In that case an ETF Reference Price Disruption (the " ETF Reference Price Disruption ") has occurred. If an ETF Reference Price Disruption has occurred, then in lieu of the delivery of the relevant Physical Delivery Amount and notwithstanding any other provision hereof, the Calculation Agent may satisfy its obligation in respect of the relevant Security Holder by payment to the relevant Security Holder of the Disruption Settlement Amount on the Settlement Date. The Calculation Agent shall give notice as soon as practicable in accordance with Section 11 of the General Conditions that an ETF Reference Price Disruption Event has occurred.] [" ETF Valuation Date " in this regard means [each day on which the [Net Asset Value][●] of the share of the ETF is published.] [●]]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Nominal]	[●]

Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Observation Price	[●]
[Performance of the Underlying]	[Reference Price divided by the [Initial Reference Price][Strike]] [[Initial Reference Price][Strike] divided by the Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Share of an Exchange Traded Fund]	[●]
Strike	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 6. Product specific terms applicable to Reverse Bonus Securities

Settlement Amount	<p>The Settlement Amount equals:</p> <p><i>[insert in case of Reverse Bonus Securities with Multiplier: (a) if no Barrier Event has occurred, the higher of the following values:</i></p> <ul style="list-style-type: none"> (i) the Bonus Amount, or (ii) the product of (A) the Multiplier and (B) the difference between the Reverse Level and the Reference Price <p><i>(b) otherwise, the product of (A) the Multiplier and (B) the difference between the Reverse Level and the Reference Price, in which case the Settlement Amount cannot be negative.]</i></p> <p><i>[insert in case of Reverse Bonus Securities with Nominal and/or Calculation Amount:</i></p> <p>(a) if no Barrier Event has occurred, the higher of the following values:</p> <ul style="list-style-type: none"> (i) the Bonus Amount, or (ii) the product of (A) the [Nominal][Calculation Amount] and (B) the difference between the Reverse Level and the Reference Price divided by the Initial Reference Price; <p>(b) otherwise, the product of (A) the [Nominal][Calculation Amount] and (B) the difference between the Reverse Level and the Reference Price divided by the Initial Reference Price, in which case the Settlement Amount cannot be negative.]</p>
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Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
Bonus Amount	[Product of (A) the Multiplier and (B) the difference between the Reverse Level and the Bonus Level][Product of (A) the [Nominal][Calculation Amount] and (B) the difference between the Reverse Level and the Bonus Level divided by the Initial Reference Price] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Bonus Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Calculation Amount]	[●]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Multiplier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[●]
Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Observation Price	[●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Reverse Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 7. Product specific terms applicable to Capped Reverse Bonus Securities

Settlement Amount	The Settlement Amount equals: <i>[insert in case of Capped Reverse Bonus Securities with Multiplier:</i> (a) if no Barrier Event has occurred, the higher of the following values: (i) the Bonus Amount, or (ii) the product of (A) the Multiplier and (B) the difference between the Reverse Level and the Reference Price
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(b) otherwise, the product of (A) the Multiplier and (B) the difference between the Reverse Level and the Reference Price, in which case the Settlement Amount cannot be negative.]

[insert in case of Capped Reverse Bonus Securities with Nominal and/or Calculation Amount:

(a) if no Barrier Event has occurred, the higher of the following values:

(i) the Bonus Amount, or

(ii) the product of (A) the [Nominal][Calculation Amount] and (B) the difference between the Reverse Level and the Reference Price divided by the Initial Reference Price;

(b) otherwise, the product of (A) the [Nominal][Calculation Amount] and (B) the difference between the Reverse Level and the Reference Price divided by the Initial Reference Price, in which case the Settlement Amount cannot be negative.]

The Settlement Amount in any case will not exceed the Maximum Amount.

Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
Bonus Amount	[Product of (A) the Multiplier and (B) the difference between the Reverse Level and the Bonus Level][Product of (A) the [Nominal][Calculation Amount] and (B) the difference between the Reverse Level and the Bonus Level divided by the Initial Reference Price] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Bonus Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Calculation Amount]	[●]
Cap	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Maximum Amount	[Product of (A) the Multiplier and (B) the difference between the Reverse Level and the Cap][Product of (A) the [Nominal][Calculation Amount] and (B) the difference between the Reverse Level and the Cap divided by the Initial Reference

	Price] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Multiplier]	[●]
[Nominal]	[●]
Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Observation Price	[●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Reverse Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 8. Product specific terms applicable to Participation Securities

Settlement Amount	<p>The Settlement Amount equals</p> <p><i>[insert in case of Participation Securities with Multiplier: the product of the Reference Price and Multiplier[, furthermore multiplied by the Participation Factor].]</i></p> <p><i>[insert in case of Participation Securities with Nominal and/or Calculation Amount:</i></p> <p><i>[insert in case of Participation Securities with Nominal and/or Calculation Amount that do not provide for a Barrier: the product of the [Nominal][Calculation Amount] and the Performance of the Underlying[, furthermore multiplied by the Participation Factor].]</i></p> <p><i>[insert in case of Participation Securities with Nominal and/or Calculation Amount that provide for a Barrier:</i></p> <p>(a) if the Reference Price is [equal to or] above the Initial Reference Price, the [Nominal][Calculation Amount] multiplied by the sum of (i) 100 % and (ii) the Participation Factor multiplied by the difference between the Performance of the Underlying and one (1). Expressed as a formula: Settlement Amount = [Nominal][Calculation Amount] x (100% + Participation Factor x (Performance of the Underlying - 1);</p> <p>(b) if the Reference Price is [equal to or] below the Initial Reference Price, but no Barrier Event has occurred, the [Nominal][Calculation Amount];</p>
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	(c) if the Reference Price is [equal to or] below the Initial Reference Price and a Barrier Event has occurred, the [Nominal][Calculation Amount] multiplied by the Performance of the Underlying.]]
[Barrier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Barrier Event]	[Touch][Break]
[Calculation Amount]	[●]
[Entry Level]	[Either (i) the Strike or (ii) the lowest Underlying Price of the Underlying on an Entry Level Observation Date (t) during the Entry Level-Observation Period, whichever value is lower.] [●]
[Entry Level Observation Date (t)]	[Each Calculation Date during the Entry Level Observation Period without a Market Disruption.] [●]
[Entry Level Observation Period]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Multiplier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[●]
[Observation Period]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
[Observation Price]	[●]
[Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Performance of the Underlying] [Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price] [The Performance of the Underlying is the sum of (A) 1 and (B) the quotient of (i) the difference between the Reference Price and Entry Level (numerator) and (ii) the Entry Level (denominator). The Performance of the Underlying is therefore calculated pursuant to the following formula:

$$1 + \frac{\text{Reference Price} - \text{Entry Level}}{\text{Entry Level}}]$$

[The Performance of the Underlying is the sum of (A) 1 and (B) the Participation Factor multiplied by the quotient of (i) the difference between the Reference Price and the Entry Level (numerator) and (ii) the Strike (denominator). The Performance

of the Underlying is therefore calculated pursuant to the following formula:

$$1 + Participation\ Factor \times \left(\frac{Reference\ Price - Entry\ Level}{Strike} \right) [\bullet]$$

Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Strike]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 9. Product specific terms applicable to Capped Participation Securities

Settlement Amount The Settlement Amount equals
[insert in case of Capped Participation Securities with Multiplier: the product of the Reference Price and Multiplier[, furthermore multiplied by the Participation Factor], but does not exceed the Maximum Amount.]

[insert in case of Capped Participation Securities with Nominal and/or Calculation Amount: the product of the [Nominal][Calculation Amount] and the Performance of the Underlying[, furthermore multiplied by the Participation Factor], but does not exceed the Maximum Amount.]

[Calculation Amount]	[●]
Cap	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Entry Level]	[Either (i) the Strike or (ii) the lowest Underlying Price of the Underlying on an Entry Level Observation Date (t) during the Entry Level-Observation Period, whichever value is lower.] [●]
[Entry Level Observation Date (t)]	[Each Calculation Date during the Entry Level Observation Period without a Market Disruption.] [●]
[Entry Level Observation Period]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Multiplier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Maximum Amount	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[●]

[Participation Factor] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Performance of the Underlying] [Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price] [The Performance of the Underlying is the sum of (A) 1 and (B) the quotient of (i) the difference between the Reference Price and Entry Level (numerator) and (ii) the Entry Level (denominator). The Performance of the Underlying is therefore calculated pursuant to the following formula:

$$1 + \frac{\text{Reference Price} - \text{Entry Level}}{\text{Entry Level}}$$

[The Performance of the Underlying is the sum of (A) 1 and (B) the Participation Factor multiplied by the quotient of (i) the difference between the Reference Price and the Entry Level (numerator) and (ii) the Strike (denominator). The Performance of the Underlying is therefore calculated pursuant to the following formula:

$$1 + \text{Participation Factor} \times \left(\frac{\text{Reference Price} - \text{Entry Level}}{\text{Strike}} \right)$$
 [●]

Reference Price [Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Strike] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 10. Product specific terms applicable to Minimum Amount Securities

Settlement Amount [insert in the case of Minimum Amount Securities, where the Settlement Amount above the Minimum Amount is dependent on whether the Reference Price is equal to or above the Initial Reference Price and/or a specified percentage of the Initial Reference Price:

[The Settlement Amount corresponds to the higher of the following values:

(a) the Minimum Amount or

(b) the Minimum Amount plus the product of (A) the [Nominal][Calculation Amount] and (B) the Participation Factor and (C) the difference between the Performance of the Underlying and [one (1)][●]. Expressed as a formula: Settlement Amount = Minimum Amount + [Nominal][Calculation Amount] x Participation Factor x (Performance of the Underlying – [1][●]).]

[The Settlement Amount corresponds:

(a) if the Reference Price is equal to or above the Initial Reference Price, the [Nominal][Calculation Amount] multiplied by the sum of (i) [100 %][●] and (ii) the Participation Factor multiplied by the difference between the Performance of the Underlying and [one (1)][●].

(b) Otherwise, the [Nominal][Calculation Amount] multiplied by the Performance of the Underlying, whereby the Settlement Amount is at least equal to the Minimum Amount.]

[The Settlement Amount equals the [Nominal][Calculation Amount] multiplied by the Performance of the Underlying, whereby the Settlement Amount is at least equal to the Minimum Amount.]

[insert in the case of Minimum Amount Securities, where the Settlement Amount above the Minimum Amount is dependent on whether the Reference Price is equal to or below the Initial Reference Price and/or a specified percentage of the Initial Reference Price:

The Settlement Amount corresponds to

(a), if the Reference Price reaches or falls below [the Initial Reference Price] [● per cent. of the Initial Reference Price],

the [Nominal][Calculation Amount] multiplied by the sum of (i) [100%][●] and (ii) the product of (A) the Participation Factor and (B) the difference between the Performance of the Underlying and [100%][●]; expressed as a formula: Settlement Amount = [Nominal][Calculation Amount] x [[100%][●] + Participation Factor x (Performance of the Underlying – [100%][●])];

(b) otherwise, i.e. if the Reference Price exceeds [the Initial Reference Price] [●per cent. of the Initial Reference Price], to the greater of the following values:

(i) the Minimum Amount or

(ii) the [Nominal][Calculation Amount] multiplied by the Performance of the Underlying.]

[Calculation Amount]

[●]

[Coupon]

[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [The Coupon for *[insert relevant period: ●]* shall be equal to ●%. *[insert for further periods, if applicable: ●]*] [Subsequently, the Coupon shall be determined as follows:] [The Coupon in relation to a Coupon Payment Date equals either (i) the Digital Coupon Rate 1 allocated to the respective Coupon

Payment Date, provided that a Digital Coupon Event has occurred on the Coupon Observation Date assigned to the Coupon Payment Date or (ii) the Digital Coupon Rate 2 allocated to the respective Coupon Payment Date, provided that a Digital Coupon Event has not occurred on the Coupon Observation Date assigned to the Coupon Payment Date.

Coupon Payment Date	Coupon Observation Date	Digital Coupon Rate 1	Digital Coupon Rate 2
•	•	•	•

]

[Coupon Amount]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Barrier]	[•]
[Coupon Observation Date]	[•]
[Coupon Payment Date]	[•]
[Coupon Reference Date]	[•]
[Digital Coupon Event]	[•][A Digital Coupon Event occurs if the Underlying Price on a Coupon Observation Date is [at or] above the relevant Coupon Barrier.]
Initial Reference Price	[•] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Minimum Amount	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[•]
[Observation Months]	[•]
[Participation Factor]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Performance of the Underlying	[Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price] [100% + (Reference Price – [•]% of the Initial Reference Price) / Initial Reference Price] [•]
Reference Price	[Underlying Price on the Final Valuation Date] [Highest Underlying Price observed across the Observation Months] [•] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 11. Product specific terms applicable to Capped Minimum Amount Securities

Settlement Amount	<p>[[The Settlement Amount corresponds to the higher of the following values:</p> <p>(a) the Minimum Amount or</p> <p>(b) the Minimum Amount plus the product of (A) the [Nominal][Calculation Amount] and (B) the Participation Factor and (C) the difference between the Performance of the Underlying and [one (1)][●]. Expressed as a formula: Settlement Amount = Minimum Amount + [Nominal][Calculation Amount] x Participation Factor x (Performance of the Underlying – [1][●]).]</p> <p>[The Settlement Amount corresponds:</p> <p>(a) if the Reference Price is equal to or above the Initial Reference Price, the [Nominal][Calculation Amount] multiplied by the sum of (i) [100 %][●] and (ii) the Participation Factor multiplied by the difference between the Performance of the Underlying and [one (1)][●].</p> <p>(b) Otherwise, the [Nominal][Calculation Amount] multiplied by the Performance of the Underlying, whereby the Settlement Amount is at least equal to the Minimum Amount.]</p> <p>The Settlement Amount does not exceed the Maximum Amount.]</p> <p>[The Settlement Amount is determined as follows:</p> <p>(i) If the Reference Price is [equal to or] above the Strike, the Settlement Amount equals the Maximum Amount.</p> <p>(ii) If the Reference Price is [equal to or] below the Strike, but no Barrier Event has occurred, the Settlement Amount equals the [Nominal][Calculation Amount].</p> <p>(iii) If the Reference Price is [equal to or] below the Strike and a Barrier Event has occurred, the Settlement Amount equals the Minimum Amount.]</p>
[Barrier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Barrier Event]	[Touch][Break]
[Calculation Amount]	[●]
[Coupon]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [The Coupon for [<i>insert relevant period</i> : ●] shall be equal to ●%. [<i>insert for further periods, if applicable</i> : ●]] [Subsequently, the Coupon shall be determined as follows:] [The

Coupon in relation to a Coupon Payment Date equals either (i) the Digital Coupon Rate 1 allocated to the respective Coupon Payment Date, provided that a Digital Coupon Event has occurred on the Coupon Observation Date assigned to the Coupon Payment Date or (ii) the Digital Coupon Rate 2 allocated to the respective Coupon Payment Date, provided that a Digital Coupon Event has not occurred on the Coupon Observation Date assigned to the Coupon Payment Date.

Coupon Payment Date	Coupon Observation Date	Digital Coupon Rate 1	Digital Coupon Rate 2
•	•	•	•

]

[Coupon Amount]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Barrier]	[•]
[Coupon Observation Date]	[•]
[Coupon Payment Date]	[•]
[Coupon Reference Date]	[•]
[Digital Coupon Event]	[•][A Digital Coupon Event occurs if the Underlying Price on a Coupon Observation Date is [at or] above the relevant Coupon Barrier.]
Initial Reference Price	[•] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Cap]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Maximum Amount	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Minimum Amount	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[•]
[Observation Period]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
[Observation Price]	[•][Not applicable]
[Participation Factor]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Performance of the Underlying]	[Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price] [100% + (Reference Price – [●]% of the Initial Reference Price) / Initial Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Strike]	[●]

Product No. 12. Product specific terms applicable to Autocallable Securities

Settlement Amount	<p><i>[insert in the case of Autocallable Securities with cash settlement:</i></p> <p>(a) If the Underlying Price on a Valuation Date is [equal to or] above the Settlement Level (so-called "Early Settlement Event"), the term of the Securities ends automatically on that Valuation Date, without the need for a separate termination of the Securities by the Issuer. The Settlement Amount in this case is the [Nominal][Calculation Amount] multiplied by the [Settlement Factor, which corresponds to the respective Valuation Date on which the Early Settlement Event has occurred] [Underlying Performance on the Valuation Date on which the Early Settlement Event has occurred] [Underlying Performance on the Valuation Date on which the Early Settlement Event has occurred or the [Nominal][Calculation Amount] multiplied by the Settlement Factor, which corresponds to the respective Valuation Date on which the Early Settlement Event has occurred, whichever amount is greater]. [In this case, however, the Settlement Amount will not exceed the Maximum Amount.]</p> <p>(b) If, during the term of the Securities, no Early Settlement Event has occurred, the Settlement Amount is determined as follows:</p> <p>(i) If the Reference Price is [equal to or] above the Final Settlement Level, the Settlement Amount is the [Nominal][Calculation Amount] multiplied by the [Final Settlement Factor] [Performance of the Underlying] [or the [Nominal][Calculation Amount] multiplied by the Performance of the Underlying, whichever amount is greater].</p> <p>(ii) [If the Reference Price is [equal to or] below the Final Settlement Level, but no Barrier Event has occurred, the Settlement Amount is [either] equal to [the [Nominal][Calculation Amount]] [or the [Nominal][Calculation Amount] multiplied</p>
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by the Performance of the Underlying, whichever amount is greater] [[, but at least equal to] the Minimum Amount].

(iii) [If the Reference Price is [equal to or] below the Final Settlement Level [and a Barrier Event has occurred] [, but the Reference Price is [equal to or] above the [Initial Reference Price][Strike]], the Settlement Amount is [the [Nominal]][Calculation Amount]] [the Minimum Amount].]

[(iv)] If the Reference Price is [equal to or] below the Final Settlement Level [and a Barrier Event has occurred] [, and the Reference Price is [equal to or] below the [Initial Reference Price][Strike]], the Settlement Amount is equal to [the [Nominal]][Calculation Amount] multiplied by the Performance of the Underlying] [[, but at least equal to] the Minimum Amount].]

[insert in the case of Autocallable Securities with potential physical settlement:

(a) If the Underlying Price on a Valuation Date is [equal to or] above the Settlement Level (so-called "**Early Settlement Event**"), the term of the Securities ends automatically on that Valuation Date, without the need for a separate termination of the Securities by the Issuer. The Settlement Amount in this case is the [Nominal][Calculation Amount] multiplied by the [Settlement Factor, which corresponds to the respective Valuation Date on which the Early Settlement Event has occurred] [Underlying Performance on the Valuation Date on which the Early Settlement Event has occurred] [Underlying Performance on the Valuation Date on which the Early Settlement Event has occurred or the [Nominal][Calculation Amount] multiplied by the Settlement Factor, which corresponds to the respective Valuation Date on which the Early Settlement Event has occurred, whichever amount is greater]. [In this case, however, the Settlement Amount will not exceed the Maximum Amount.]

(b) If, during the term of the Securities, no Early Settlement Event has occurred, the Settlement Amount is determined as follows:

(i) If the Reference Price is [equal to or] above the Final Settlement Level, the Settlement Amount is the [Nominal][Calculation Amount] multiplied by the [Final Settlement Factor] [Performance of the Underlying] [or the [Nominal][Calculation Amount] multiplied by the Performance of the Underlying, whichever amount is greater].

(ii) [If the Reference Price is [equal to or] below the Final Settlement Level, but no Barrier Event has occurred, the Settlement Amount is [either] equal to [the [Nominal][Calculation Amount]] [or the [Nominal][Calculation Amount] multiplied by the Performance of the Underlying, whichever amount is greater] [[, but at least equal to] the Minimum Amount].

(iii) [If the Reference Price is [equal to or] below the Final Settlement Level [and a Barrier Event has occurred[, but the Reference Price is [equal to or] above the [Initial Reference Price][Strike]] the Settlement Amount is [the [Nominal][Calculation Amount]] [the Minimum Amount].]

[(iv)] If the Reference Price is [equal to or] below the Final Settlement Level [and a Barrier Event has occurred] [and the Reference Price is [equal to or] below the [Initial Reference Price][Strike]], the Security Holder receives a number of [the Underlying] [shares of an Exchange Traded Fund] expressed by the Physical Delivery Unit.]

[Barrier]

[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Barrier Event]

[Touch][Break]

[Calculation Amount]

[•]

[Coupon]

[•] [As specified in Table 1 in the Annex to the Issue Specific Terms] [The Coupon corresponds to the Reference Rate [plus [•] per cent. p.a.]] [The Coupon [for the respective Coupon Payment Date] [for the respective Coupon Period] corresponds to the Underlying Price [on •] [multiplied by the Coupon Factor].] [The Coupon corresponds to the Coupon assigned to the respective Coupon Payment Date: [•]] [The Coupon assigned to the respective Coupon Payment Date equals either (i) the rate allocated to the respective [Coupon Reference Date] [Coupon Observation Date] in the following table or (ii) the difference between the Underlying Performance on the respective [Coupon Reference Date] [Coupon Observation Date] and 100 per cent., whichever amount is greater:

Coupon Payment Date	[Coupon Reference Date][Coupon Observation Date]	Rate
•	•	•

[table to be continued accordingly: ●]

]]

[Coupon Amount]

[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [The Coupon Amount is calculated as follows: (a) in the case that the relevant Coupon Payment Date is on or before the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: [Nominal][Calculation Amount] x Coupon x Coupon Day Count Fraction; or (b) in the case that the relevant Coupon Payment Date is after the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: Final Instalment Amount x Coupon x Coupon Day Count Fraction.] [If an Early Settlement Event has occurred on a Valuation Date, the Security Holder receives the Coupon Amount on the immediately preceding Coupon Payment Date. In such a case the Security Holder is not entitled to demand any further coupon payments for future Coupon Payment Dates.] [If a Coupon Trigger Event has occurred on a Coupon Observation Date the Security Holder receives a Coupon Amount. If a Coupon Trigger Event has not occurred on a Coupon Observation Date, the Security Holder does not receive a coupon payment. The Coupon Amount is determined by multiplying the [Nominal][Calculation Amount] by the applicable Coupon for the respective Coupon Payment Date. If an Early Settlement Event has occurred no further coupon payments will be made.] [If a Coupon Trigger Event has occurred in relation to a Coupon Observation Period, the Security Holder receive a Coupon Amount on the Coupon Payment Date that is allocated to such Coupon Observation Period. If a Coupon Trigger Event has not occurred in relation to a Coupon Observation Period, the Security Holder does not receive a coupon payment on the Coupon Payment Date that is allocated to such Coupon Observation Period. The Coupon Amount is determined by multiplying the [Nominal][Calculation Amount] by the applicable Coupon for the respective Coupon Payment Date. If an Early Settlement Event has occurred no further coupon payments will be made.]

[Coupon Factor]

[●]

[Coupon Observation Date]

[The Coupon Observation Date corresponds to the Coupon Observation Date assigned to the respective Coupon Payment Date as indicated hereinafter: [●]]

[If a Coupon Observation Date is not a Calculation Date, the following Calculation Date shall be the Coupon Observation

	Date.] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Observation Period]	[●]
[Coupon Payment Date]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Reference Date]	[●]
[Coupon Trigger Event]	[A Coupon Trigger Event has occurred if on a Coupon Observation Date the Underlying Price is [equal to or] above the relevant Coupon Trigger Level.] [A Coupon Trigger Event [in relation to a Coupon Observation Period] occurs if [all [Underlying Prices of the Underlying] [<i>insert other relevant price of the Underlying</i> : ●] during the relevant Coupon Observation Period are [equal to or] above the relevant Coupon Trigger Level][at least one Underlying Price during the relevant Coupon Observation Period is [equal to or] above the relevant Coupon Trigger Level].] [●]
[Coupon Trigger Level]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[ETF Reference Price]	[●] [The ETF Reference Price equals the [Net Asset Value (as [calculated by [●] and] published [●])][●] of the share of the ETF on the [Final Valuation Date][●]. If no [Net Asset Value] [●] is [calculated or] published on the [Final Valuation Date][●], the ETF Reference Price equals the [Net Asset Value][●] of the share of the ETF as it is [calculated and] published on the next following ETF Valuation Date, unless the [Net Asset Value][●] is not [calculated and] published on the [[●] Payment Date][●] following the [Final Valuation Date][●] either. In that case an ETF Reference Price Disruption (the " ETF Reference Price Disruption ") has occurred. If an ETF Reference Price Disruption has occurred, then in lieu of the delivery of the relevant Physical Delivery Amount and notwithstanding any other provision hereof, the Calculation Agent may satisfy its obligation in respect of the relevant Security Holder by payment to the relevant Security Holder of the Disruption Settlement Amount on the Settlement Date. The Calculation Agent shall give notice as soon as practicable in accordance with Section 11 of the General Conditions that an ETF Reference Price Disruption Event has occurred.] [" ETF Valuation Date " in this regard means [each day on which the [Net Asset Value][●] of the share of the ETF is published.] [●]]

[Final Settlement Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Final Settlement Level]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Maximum Amount]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Minimum Amount]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[●]
[Observation Period]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
[Observation Price]	[●][Not applicable]
[Performance of the Underlying]	[Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price] [●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Reference Rate]	[[<i>insert Reference Rate and relevant screen page:</i> ●] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms.] If the Reference Rate is not available on the relevant screen page, the Calculation Agent will request at least [three][<i>insert other higher number of Reference Banks, as the case may be:</i> ●] Reference Banks (as defined below) to provide a quotation for the Reference Rate. If two or more of the Reference Banks provide the Calculation Agent with such quotation, the Reference Rate shall be the arithmetic mean of such quotations as determined by the Calculation Agent. If fewer than two such quotations are provided as requested above, then the Reference Rate shall be determined by the Calculation Agent in its reasonable discretion. " Reference Banks " are major banks in the interbank market.]
[Settlement Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Settlement Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Share of an Exchange Traded Fund]	[●]

[Strike]	[●]
[Underlying Performance]	[Underlying Price on the respective [Valuation Date] [Coupon Reference Date] [Coupon Observation Date] divided by the Initial Reference Price] [●]

Product No. 13. Product specific terms applicable to Market Timer Securities

Settlement Amount	The Settlement Amount equals: (a) if no Barrier Event has occurred, the higher of the following values: (i) the [Nominal][Calculation Amount], or (ii) the product of the [Nominal][Calculation Amount] and the Market Timer Performance (b) otherwise, the product of the [Nominal][Calculation Amount] and the Performance of the Underlying.
Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
[Calculation Amount]	[●]
Entry Level	Either (i) the Strike or (ii) the lowest Underlying Price of the Underlying on an Entry Level Observation Date (t) during the Entry Level-Observation Period, whichever value is lower.
Entry Level Observation Date (t)	Each Calculation Date during the Entry Level Observation Period without a Market Disruption.
Entry Level Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Market Timer Performance	The Market Timer Performance is the sum of (a) 1 and (b) the Participation Factor multiplied by the quotient of (i) the difference between the Reference Price and the Entry Level (numerator) and (ii) the Strike (denominator). The Market Timer Performance is therefore calculated pursuant to the following formula: $1 + \text{Participation Factor} \times \left(\frac{\text{Reference Price} - \text{Entry Level}}{\text{Strike}} \right)$
[Nominal]	[●]

Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Observation Price	[●]
Participation Factor	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Performance of the Underlying	[Reference Price divided by the [Initial Reference Price][Strike]] [[Initial Reference Price][Strike] divided by the Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Strike	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 14. Product specific terms applicable to Outperformance Securities

Settlement Amount	<p>The Settlement Amount equals:</p> <p><i>[insert in case of Outperformance Securities with Multiplier:</i></p> <p>(a) if the Reference Price is [equal to or] below the Strike, the Multiplier multiplied by the Reference Price; or</p> <p>(b) if the Reference Price is [equal to or] above the Strike, the Multiplier multiplied by the sum of (A) the Strike and (B) the Participation Factor multiplied by the difference between the Reference Price and the Strike; expressed by the following formula:</p> $\text{Multiplier} * (\text{Strike} + \text{Participation Factor} * (\text{Reference Price} - \text{Strike}))]$ <p><i>[insert in case of Outperformance Securities with Nominal and/or Calculation Amount:</i></p> <p>(a) if the Reference Price is [equal to or] below the Strike, the product of the [Nominal][Calculation Amount] and the Performance of the Underlying; or</p> <p>(b) if the Reference Price is [equal to or] above the Strike, the sum of (A) the [Nominal][Calculation Amount] and (B) the product of (x) the [Nominal][Calculation Amount], (y) the Participation Factor and (z) the difference between the Reference Price and Strike divided by the Strike; expressed by the following formula:</p>
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	$\frac{[Nominal][Calculation Amount]}{+ \left([Nominal][Calculation Amount] \times Participation Factor \times \left(\frac{Reference Price - Strike}{Strike} \right) \right)}$
[Calculation Amount]	[•]
Initial Reference Price	[•] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Multiplier]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[•]
Participation Factor	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Performance of the Underlying]	[Reference Price divided by the [Initial Reference Price][Strike]] [[Initial Reference Price][Strike] divided by the Reference Price][•]
Reference Price	[Underlying Price on the Final Valuation Date] [•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Strike	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 15. Product specific terms applicable to Capped Outperformance Securities

Settlement Amount	<p>The Settlement Amount equals:</p> <p><i>[insert in case of Capped Outperformance Securities with Multiplier:</i></p> <p>(a) if the Reference Price is [equal to or] below the Strike, the Multiplier multiplied by the Reference Price; or</p> <p>(b) if the Reference Price is [equal to or] above the Strike, but below the Cap, the Multiplier multiplied by the sum of (A) the Strike and (b) the Participation Factor multiplied by the difference between the Reference Price and the Strike; expressed by the following formula:</p> $Multiplier \times (Strike + Participation Factor \times (Reference Price - Strike))$ <p>; or</p> <p>(c) where the Reference Price is equal to or above the Cap, the Multiplier multiplied by the sum of (A) the Strike and (B) the Participation Factor multiplied by the difference between the Cap and the Strike; expressed by the following formula:</p>
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$$\text{Multiplier} \times (\text{Strike} + \text{Participation Factor} \times (\text{Cap} - \text{Strike}))$$

This amount equals the Maximum Amount.]

[insert in case of Capped Outperformance Securities with Nominal and/or Calculation Amount:

(a) if the Reference Price is [equal to or] below the Strike, the product of the [Nominal][Calculation Amount] and the Performance of the Underlying; or

(b) if the Reference Price is [equal to or] above the Strike, but below the Cap, the sum of (A) the [Nominal][Calculation Amount] and (B) the product of (x) the [Nominal][Calculation Amount], (y) the Participation Factor and (z) the difference between the Reference Price and the Strike divided by the Strike; expressed by the following formula:

$$[\text{Nominal}][\text{Calculation Amount}] + \left([\text{Nominal}][\text{Calculation Amount}] \times \text{Participation Factor} \times \left(\frac{\text{Reference Price} - \text{Strike}}{\text{Strike}} \right) \right)$$

; or

(c) if the Reference Price is at the level of or above the Cap, the Maximum Amount.]

[Calculation Amount]	[●]
Cap	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Maximum Amount	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Multiplier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[●]
Participation Factor	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Performance of the Underlying]	[Reference Price divided by the [Initial Reference Price][Strike]] [[Initial Reference Price][Strike] divided by the Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Strike [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 16. Product specific terms applicable to Airbag Securities

Settlement Amount The Settlement Amount equals:
 (a) if the Reference Price is [equal to or] above the [Initial Reference Price][Strike], the [Nominal][Calculation Amount] multiplied by the sum of (A) 1 and (B) the product of (x) the Participation Factor and (y) the Performance of the Underlying minus 1; expressed as a formula:

$$[\text{Nominal}][\text{Calculation Amount}] \times \left(1 + (\text{Participation Factor} \times (\text{Performance of the Underlying} - 1))\right);$$

(b) if the Reference Price is [equal to or] below the [Initial Reference Price][Strike] but [equal to or] above the Buffer Level, the [Nominal][Calculation Amount];

(c) if the Reference Price is [equal to or] below the Buffer Level, the [Nominal][Calculation Amount] multiplied by the quotient of the Reference Price and the Buffer Level, expressed as a formula:

$$[\text{Nominal}][\text{Calculation Amount}] \times \left(\frac{\text{Reference Price}}{\text{Buffer Level}}\right).$$

Buffer Level [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Calculation Amount] [●]

Initial Reference Price [●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]

[Nominal] [●]

Participation Factor [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Performance of the Underlying [Reference Price divided by Strike][Reference Price divided by the Initial Reference Price][●]

Reference Price [Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Strike] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 17. Product specific terms applicable to Capped Airbag Securities

Settlement Amount	<p>The Settlement Amount equals:</p> <p>(a) if the Reference Price is equal to or above the Cap, the Maximum Amount;</p> <p>(b) if the Reference Price is [equal to or] above the [Initial Reference Price][Strike] but below the Cap, the [Nominal][Calculation Amount] multiplied by the sum of (A) 1 and (B) the product of (x) the Participation Factor and (y) the Performance of the Underlying minus 1; expressed as a formula:</p> $[\text{Nominal}][\text{Calculation Amount}] \times (1 + (\text{Participation Factor} \times (\text{Performance of the Underlying} - 1)))$ <p>(c) if the Reference Price is [equal to or] below the [Initial Reference Price][Strike] but [equal to or] above the Buffer Level, the [Nominal][Calculation Amount];</p> <p>(d) if the Reference Price is [equal to or] below the Buffer Level, the [Nominal][Calculation Amount] multiplied by the quotient of the Reference Price and the Buffer Level, expressed as a formula:</p> $[\text{Nominal}][\text{Calculation Amount}] \times \left(\frac{\text{Reference Price}}{\text{Buffer Level}} \right).$
Buffer Level	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Calculation Amount]	[•]
Cap	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[•] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Maximum Amount	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[•]
Participation Factor	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Performance of the Underlying	[Reference Price divided by Strike][Reference Price divided by the Initial Reference Price][•]
Reference Price	[Underlying Price on the Final Valuation Date] [•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Strike]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 18. Product specific terms applicable to Twin Win Securities

Settlement Amount	<p>The Settlement Amount equals:</p> <p><i>[insert in case of Twin Win Securities with different Participation Factors:</i></p> <p>(a) if the Reference Price is above [or is equal to] the Upper Barrier, the product of (A) the Multiplier and (B) the sum of (x) the Upper Barrier and (y) the product of the Upside Participation Factor and the difference between the Reference Price and the Upper Barrier;</p> <p>(b) if the Reference Price is below [or is equal to] the Upper Barrier and no Barrier Event has occurred, the product of (A) the Multiplier and (B) the sum of the Reference Price and the Downside Difference;</p> <p>(c) if the Reference Price is below [or is equal to] the Upper Barrier and a Barrier Event has occurred, the Multiplier multiplied by the Reference Price.]</p> <p><i>[insert in case of Twin Win Securities without Participation Factors:</i></p> <p>(a) if the Reference Price is above [or is equal to] the Upper Barrier, the Reference Price multiplied by the Multiplier;</p> <p>(b) if the Reference Price is below [or is equal to] the Upper Barrier and no Barrier Event has occurred, the Multiplier multiplied by the sum of the Reference Price and the Downside Difference;</p> <p>(c) if the Reference Price is below the Upper Barrier [or is equal to] and a Barrier Event has occurred, the Multiplier multiplied by the Reference Price.]</p>
Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
Downside Difference	[The product of (A) Downside Participation Factor and (B) the difference between Upper Barrier and Reference Price][Difference between Upper Barrier and Reference Price]
[Downside Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Multiplier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Observation Price	[●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Upper Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Upside Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 19. Product specific terms applicable to Capped Market Timer Securities

Settlement Amount	<p>The Settlement Amount equals:</p> <p>(a) if no Barrier Event has occurred, the higher of the following values:</p> <p>(i) the [Nominal][Calculation Amount], or</p> <p>(ii) the product of the [Nominal][Calculation Amount] and the Market Timer Performance</p> <p>(b) otherwise, the product of the [Nominal][Calculation Amount] and the Performance of the Underlying</p> <p>The Settlement Amount in any case will not exceed the Maximum Amount.</p>
Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
[Calculation Amount]	[●]
Cap	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Entry Level	Either (i) the Strike or (ii) the lowest Underlying Price on an Entry Level Observation Date (t) during the Entry Level Observation Period, whichever value is lower.
Entry Level Observation Date (t)	Each Calculation Date during the Entry Level Observation Period without a market disruption.

Entry Level Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Market Timer Performance	The Market Timer Performance equals the sum of (a) 1 and (b) the product of the Participation Factor and the quotient of (i) the difference between the Reference Price and the Entry Level of the Underlying (numerator) and (ii) the Strike (denominator). The Market Timer Performance is therefore calculated pursuant to the following formula: $1 + Participation\ Factor \times \left(\frac{Reference\ Price - Entry\ Level}{Strike} \right).$
Maximum Amount	[Product of the [Nominal][Calculation Amount] and Cap] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[●]
Observation Period	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Observation Price	[●]
Participation Factor	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Performance of the Underlying	[Reference Price divided by the [Initial Reference Price][Strike]] [[Initial Reference Price][Strike] divided by the Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Strike	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 20. Product specific terms applicable to Multi Bonus Securities

Settlement Amount	The Settlement Amount equals: (a) if no Barrier Event has occurred, the higher of the following values: (i) the Bonus Amount, or (ii) the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the worst performance] [Performance of the Basket Component with the best performance] [Basket Performance];
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(b) [if a Barrier Event has occurred, but the Reference Prices of all Basket Components are [equal to or] above the respective Initial Reference Price, the [Nominal][Calculation Amount],

(c) if a Barrier Event has occurred [and the Reference Price of at least one Basket Component is [equal to or] below the respective Initial Reference Price], the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the [worst][best] performance. The [worst][best] performance is determined by dividing the Reference Price of the respective Basket Component by the Initial Reference Price of the corresponding Basket Component] [Basket Performance].

Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
[Basket Performance]	[Sum of the Performances of the Basket Components] [●]
Bonus Amount	[Product of the [Nominal][Calculation Amount] and the Bonus Level] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Bonus Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Calculation Amount]	[●]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Nominal]	[●]
[Observation Period]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
[Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Performance of the Basket Component]	[[Weighting Factor multiplied by] [Participation Factor multiplied by] Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price] [●]
Observation Price	[●]
Reference Price	[Underlying Price of the Basket Component on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Weighting Factor] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 21. Product specific terms applicable to Multi Capped Bonus Securities

Settlement Amount The Settlement Amount equals:

(a) if no Barrier Event has occurred, the higher of the following values:

(i) the Bonus Amount, or

(ii) the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the worst performance] [Performance of the Basket Component with the best performance] [Basket Performance];

(b) [if a Barrier Event has occurred, but the Reference Prices of all Basket Components are [equal to or] above the respective Initial Reference Price, the [Nominal][Calculation Amount],

(c) if a Barrier Event has occurred [and the Reference Price of at least one Basket Component is [equal to or] below the respective Initial Reference Price], the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the [worst][best] performance. The [worst][best] performance is determined by dividing the Reference Price of the respective Basket Component by the Initial Reference Price of the corresponding Basket Component.] [Basket Performance]

The Settlement Amount in any case will be no greater than the Maximum Amount.

Barrier [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Barrier Event [Touch][Break]

[Basket Performance] [Sum of the Performances of the Basket Components] [●]

Bonus Amount [Product of the [Nominal][Calculation Amount] and the Bonus Level] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Bonus Level [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

[Calculation Amount] [●]

Cap [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Initial Reference Price	[•] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Maximum Amount	[Product of the [Nominal][Calculation Amount] and the Cap] [•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Nominal]	[•]
[Observation Period]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
[Participation Factor]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Performance of the Basket Component]	[[Weighting Factor multiplied by] [Participation Factor multiplied by] Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price] [•]
Observation Price	[•]
Reference Price	[Underlying Price of the Basket Component on the Final Valuation Date] [•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Weighting Factor]	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 22. Product specific terms applicable to Multi Reverse Convertible Securities

Settlement Amount	<i>[insert in case of Multi Reverse Convertible Securities, which in all cases are settled in cash:</i> The Settlement Amount equals: (a) if the Reference Prices of all Basket Components are [equal to or] above the respective [Initial Reference Price][Strike], the [[Nominal][Calculation Amount]][higher of the following values: (i) the [Nominal][Calculation Amount], (ii) the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the [worst][best] performance] [Basket Performance]], (b) if the Reference Price of at least one Basket Component is [equal to or] below the respective [Initial Reference Price][Strike], the product of the [Nominal][Calculation Amount] and the Performance of the Basket Component with the [worst][best] performance. The [worst][best] performance
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is determined by dividing the Reference Price of the respective Basket Component by the [Initial Reference Price][Strike] of the corresponding Basket Component.]

[insert in case of Multi Reverse Convertible Securities, which may be settled by Physical Settlement:

The Settlement Amount equals:

(a) if the Reference Prices of all Basket Components are [equal to or] above the respective [Initial Reference Price][Strike], the [[Nominal][Calculation Amount]][higher of the following values:

- (i) the [Nominal][Calculation Amount],
- (ii) the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the [worst][best] performance] [Basket Performance]],

(b) if the Reference Price of at least one Basket Component is [equal to or] below the respective [Initial Reference Price][Strike], a quantity of [the Basket Component] [shares of an Exchange Traded Fund] with the [worst][best] performance, expressed by the Physical Delivery Unit. The [worst][best] performance is determined by dividing the Reference Price of the respective Basket Component by the [Initial Reference Price][Strike] of the corresponding Basket Component.]

[Basket Performance]	[Sum of the Performances of the Basket Components] [●]
[Calculation Amount]	[●]
[Coupon]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Amount]	[●][The Coupon Amount is calculated as follows: (a) in the case that the relevant Coupon Payment Date is on or before the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: [Nominal][Calculation Amount] x Coupon x Coupon Day Count Fraction; or (b) in the case that the relevant Coupon Payment Date is after the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: Final Instalment Amount x Coupon x Coupon Day Count Fraction.] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Reference Date]	[●]

[ETF Reference Price]	<p>[●] [The ETF Reference Price equals the [Net Asset Value (as [calculated by [●] and] published [●])][●] of the share of the ETF on the [Final Valuation Date][●]. If no [Net Asset Value] [●] is [calculated or] published on the [Final Valuation Date][●], the ETF Reference Price equals the [Net Asset Value][●] of the share of the ETF as it is [calculated and] published on the next following ETF Valuation Date, unless the [Net Asset Value][●] is not [calculated and] published on the [[●] Payment Date][●] following the [Final Valuation Date][●] either. In that case an ETF Reference Price Disruption (the "ETF Reference Price Disruption") has occurred. If an ETF Reference Price Disruption has occurred, then in lieu of the delivery of the relevant Physical Delivery Amount and notwithstanding any other provision hereof, the Calculation Agent may satisfy its obligation in respect of the relevant Security Holder by payment to the relevant Security Holder of the Disruption Settlement Amount on the Settlement Date. The Calculation Agent shall give notice as soon as practicable in accordance with Section 11 of the General Conditions that an ETF Reference Price Disruption Event has occurred.] ["ETF Valuation Date" in this regard means [each day on which the [Net Asset Value][●] of the share of the ETF is published.] [●]]</p>
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Nominal]	[●]
[Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Performance of the Basket Component]	[Reference Price divided by the [Initial Reference Price][Strike]] [[Initial Reference Price][Strike] divided by the Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Share of an Exchange Traded Fund]	[●]
[Strike]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 23. Product specific terms applicable to Multi Barrier Reverse Convertible Securities

Settlement Amount

[insert in case of Multi Barrier Reverse Convertible Securities, which in all cases are settled in cash:

The Settlement Amount equals:

(a) if no Barrier Event has occurred, the [[Nominal]][Calculation Amount]] [higher of the following values:

- (i) the [Nominal]][Calculation Amount],
- (ii) the product of the [Nominal]][Calculation Amount] and the Basket Performance],

(b) [if a Barrier Event has occurred, but the Reference Prices of all Basket Components are [equal to or] above the respective [Initial Reference Price][Strike], the [[Nominal]][Calculation Amount]][higher of the following values:

- (i) the [Nominal]][Calculation Amount],
- (ii) the product of the [Nominal]][Calculation Amount] and the [Performance of the Basket Component with the [worst][best] performance] [Basket Performance]],

(c) if a Barrier Event has occurred [and the Reference Price of at least one Basket Component is [equal to or] below the respective [Initial Reference Price][Strike]], the product of [the [Nominal]][Calculation Amount] and the Performance of the Basket Component with the [worst][best] performance. The [worst][best] performance is determined by dividing the Reference Price of the respective Basket Component by the [Initial Reference Price][Strike] of the corresponding Basket Component.] [the [Nominal]][Calculation Amount] and the Basket Performance.]]

[insert in case of Multi Barrier Reverse Convertible Securities, which may be settled by Physical Settlement:

The Settlement Amount equals:

(a) if no Barrier Event has occurred, the [[Nominal]][Calculation Amount]] [higher of the following values:

- (i) the [Nominal]][Calculation Amount],
- (ii) the product of the [Nominal]][Calculation Amount] and the Basket Performance],

(b) [if a Barrier Event has occurred, but the Reference Prices of all Basket Components are [equal to or] above the respective [Initial Reference Price][Strike], the [[Nominal][Calculation Amount]][higher of the following values:

- (i) the [Nominal][Calculation Amount],
- (ii) the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the [worst][best] performance] [Basket Performance],

(c) if a Barrier Event has occurred [and the Reference Price of at least one Basket Component is [equal to or] below the respective [Initial Reference Price][Strike]], a quantity of [the Basket Component] [shares of an Exchange Traded Fund] with the [worst][best] performance, expressed by the Physical Delivery Unit. The [worst][best] performance is determined by dividing the Reference Price of the respective Basket Component by the [Initial Reference Price][Strike] of the corresponding Basket Component.]

Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
[Basket Performance]	[Sum of the Performances of the Basket Components] [●]
[Calculation Amount]	[●]
[Coupon]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Amount]	[●][The Coupon Amount is calculated as follows: (a) in the case that the relevant Coupon Payment Date is on or before the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: [Nominal][Calculation Amount] x Coupon x Coupon Day Count Fraction; or (b) in the case that the relevant Coupon Payment Date is after the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: Final Instalment Amount x Coupon x Coupon Day Count Fraction.] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Reference Date]	[●]
[ETF Reference Price]	[●] [The ETF Reference Price equals the [Net Asset Value (as [calculated by [●] and] published [●])][●] of the share of the ETF on the [Final Valuation Date][●]. If no [Net Asset Value] [●] is [calculated or] published on the [Final Valuation Date][●], the ETF Reference Price equals the [Net Asset

Value][●] of the share of the ETF as it is [calculated and] published on the next following ETF Valuation Date, unless the [Net Asset Value][●] is not [calculated and] published on the [[●] Payment Date][●] following the [Final Valuation Date][●] either. In that case an ETF Reference Price Disruption (the "**ETF Reference Price Disruption**") has occurred. If an ETF Reference Price Disruption has occurred, then in lieu of the delivery of the relevant Physical Delivery Amount and notwithstanding any other provision hereof, the Calculation Agent may satisfy its obligation in respect of the relevant Security Holder by payment to the relevant Security Holder of the Disruption Settlement Amount on the Settlement Date. The Calculation Agent shall give notice as soon as practicable in accordance with Section 11 of the General Conditions that an ETF Reference Price Disruption Event has occurred.] ["**ETF Valuation Date**" in this regard means [each day on which the [Net Asset Value][●] of the share of the ETF is published.] [●]]

Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Nominal]	[●]
[Observation Period]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
[Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Performance of the Basket Component]	[Participation Factor multiplied by][Reference Price divided by the [Initial Reference Price][Strike]] [[Initial Reference Price][Strike] divided by the Reference Price][●]
Observation Price	[●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Shares of an Exchange Traded Fund]	[●]
[Strike]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 24. Product specific terms applicable to Multi Autocallable Securities

Settlement Amount	<i>[insert in the case of Multi Autocallable Securities with cash settlement:</i>
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(a) If the Underlying Prices of all Basket Components on a Valuation Date are [equal to or] above the Settlement Level applicable to the relevant Basket Component (so-called "**Early Settlement Event**"), the term of the Securities ends automatically on that Valuation Date, without the need for a separate termination of the Securities by the Issuer. The Settlement Amount in this case is the [Nominal][Calculation Amount] multiplied by the Settlement Factor, which corresponds to the respective Valuation Date on which the Early Settlement Event has occurred.

(b) If, during the term of the Securities, no Early Settlement Event has occurred, the Settlement Amount is determined as follows:

(i) If the Reference Prices of all Basket Components are [equal to or] above the Final Settlement Level applicable to the relevant Basket Component the Settlement Amount is the [Nominal][Calculation Amount] multiplied by the Final Settlement Factor.

(ii) [If the Reference Price of at least one Basket Component is [equal to or] below the Final Settlement Level applicable to the relevant Basket Component but no Barrier Event has occurred, the Settlement Amount is the [[Nominal][Calculation Amount]][higher of the following values:

(A) the [Nominal][Calculation Amount],

(B) the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the worst performance] [Performance of the Basket Component with the best performance] [Basket Performance]].

(iii) [If the Reference Price of at least one Basket Component is [equal to or] below the Final Settlement Level applicable to the relevant Basket Component [and a Barrier Event has occurred][but the Reference Prices of all Basket Components are [equal to or] above the respective Initial Reference Price], the Settlement Amount equals the [[Nominal][Calculation Amount]][higher of the following values:

(A) the [Nominal][Calculation Amount],

(B) the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the [worst][best] performance] [Basket Performance]].]

[(iv)] If the Reference Price of at least one Basket Component is [equal to or] below the Final Settlement Level applicable to the relevant Basket Component [and a Barrier Event has occurred][and the Reference Prices of at least one Basket Component is [equal to or] below the respective Initial Reference Price], the Settlement Amount equals the [Nominal][Calculation Amount] multiplied by the Performance of the Basket Component with the [worst][best] performance. The [worst][best] performance is determined by dividing the Reference Price of the respective Basket Component by the Initial Reference Price of the corresponding Basket Component.]

[insert in the case of Multi Autocallable Securities with potential physical settlement:

(a) If the Underlying Prices of all Basket Components on a Valuation Date are [equal to or] above the Settlement Level applicable to the relevant Basket Component (so-called "**Early Settlement Event**"), the term of the Securities ends automatically on that Valuation Date, without the need for a separate termination of the Securities by the Issuer. The Settlement Amount in this case is the [Nominal][Calculation Amount] multiplied by the Settlement Factor, which corresponds to the respective Valuation Date on which the Early Settlement Event has occurred.

(b) If, during the term of the Securities, no Early Settlement Event has occurred, the Settlement Amount is determined as follows:

(i) If the Reference Prices of all Basket Components are [equal to or] above the Final Settlement Level applicable to the relevant Basket Component the Settlement Amount is the [Nominal][Calculation Amount] multiplied by the Final Settlement Factor.

(ii) [If the Reference Price of at least one Basket Component is [equal to or] below the Final Settlement Level applicable to the relevant Basket Component but no Barrier Event has occurred, the Settlement Amount is the [[Nominal][Calculation Amount]][higher of the following values:

(A) the [Nominal][Calculation Amount],

(B) the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the worst

performance] [Performance of the Basket Component with the best performance] [Basket Performance]].

(iii) [If the Reference Price of at least one Basket Component is [equal to or] below the Final Settlement Level applicable to the relevant Basket Component [and a Barrier Event has occurred][but the Reference Prices of all Basket Components are [equal to or] above the respective Initial Reference Price], the Settlement Amount equals the [[Nominal][Calculation Amount]][higher of the following values:

- (i) the [Nominal][Calculation Amount],
- (ii) the product of the [Nominal][Calculation Amount] and the [Performance of the Basket Component with the [worst][best] performance] [Basket Performance]].]

[(iv) If the Reference Price of at least one Basket Component is [equal to or] below the Final Settlement Level applicable to the relevant Basket Component [and a Barrier Event has occurred][and the Reference Prices of at least one Basket Component is [equal to or] below the respective Initial Reference Price], the Security Holder receives a quantity of [the Basket Component] [shares of an Exchange Traded Fund] with the [worst][best] performance, expressed by the Physical Delivery Unit. The [worst][best] performance is determined by dividing the Reference Price of the applicable Basket Component by the Initial Reference Price of the corresponding Basket Component.]

[Barrier]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Barrier Event]	[Touch][Break]
[Basket Performance]	[The Basket Performance corresponds to the total of the Performances of the Basket Components.] [●]
[Calculation Amount]	[●]
[Coupon]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [The Coupon corresponds to the Reference Rate [plus [●] per cent. p.a.]] [The Coupon corresponds to the Coupon assigned to respective Coupon Payment Date: [●]]
[Coupon Amount]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [The Coupon Amount is calculated as follows: (a) in the case that the relevant Coupon Payment Date is on or before the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: [Nominal][Calculation

Amount] x Coupon x Coupon Day Count Fraction; or (b) in the case that the relevant Coupon Payment Date is after the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: Final Instalment Amount x Coupon x Coupon Day Count Fraction.] [If an Early Settlement Event has occurred on a Valuation Date, the Security Holder receives the Coupon Amount on the immediately preceding Coupon Payment Date. In such a case the Security Holder is not entitled to demand any further coupon payments for future Coupon Payment Dates.] [If a Coupon Trigger Event has occurred on a Coupon Observation Date the investor receives a Coupon Amount. If a Coupon Trigger Event has not occurred on a Coupon Observation Date, the investor does not receive a coupon payment. The Coupon Amount is determined by multiplying the [Nominal][Calculation Amount] by the applicable Coupon for the respective Coupon Payment Date. If a Early Settlement Event has occurred no further Coupon payments will be made.

[Coupon Observation Date]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [The Coupon Observation Date corresponds to the Coupon Observation Date assigned to the respective Coupon Payment Date as indicated hereinafter: [●]]
	If a Coupon Observation Date is not a Calculation Date, the following Calculation Date shall be the Coupon Observation Date.]
[Coupon Payment Date]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Reference Date]	[●]
[Coupon Trigger Event]	[A Coupon Trigger Event has occurred if on a Coupon Observation Date the Underlying Prices of all Basket Components [equal or] exceed the relevant Coupon Trigger Level.] [●]
[Coupon Trigger Level]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[ETF Reference Price]	[●] [The ETF Reference Price equals the [Net Asset Value (as [calculated by [●] and] published [●])][●] of the share of the ETF on the [Final Valuation Date][●]. If no [Net Asset Value] [●] is [calculated or] published on the [Final Valuation Date][●], the ETF Reference Price equals the [Net Asset Value][●] of the share of the ETF as it is [calculated and] published on the next following ETF Valuation Date, unless the [Net Asset Value][●] is not [calculated and] published on the [[●] Payment Date][●] following the [Final Valuation Date][●]

either. In that case an ETF Reference Price Disruption (the "**ETF Reference Price Disruption**") has occurred. If an ETF Reference Price Disruption has occurred, then in lieu of the delivery of the relevant Physical Delivery Amount and notwithstanding any other provision hereof, the Calculation Agent may satisfy its obligation in respect of the relevant Security Holder by payment to the relevant Security Holder of the Disruption Settlement Amount on the Settlement Date. The Calculation Agent shall give notice as soon as practicable in accordance with Section 11 of the General Conditions that an ETF Reference Price Disruption Event has occurred.] ["**ETF Valuation Date**" in this regard means [each day on which the [Net Asset Value][●] of the share of the ETF is published.] [●]]

Final Settlement Factor	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Final Settlement Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Nominal]	[●]
[Observation Period]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
[Observation Price]	[●][Not applicable]
[Participation Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Performance of the Basket Components]	[Participation Factor multiplied by][[Weighting Factor multiplied by the] Reference Price of the Basket Component divided by the Initial Reference Price of the Basket Component] [●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Reference Rate]	[[<i>insert Reference Rate and relevant screen page</i> : ●] [As specified in Table 1 in the Annex to the Issue Specific Terms.] If the Reference Rate is not available on the relevant screen page, the Calculation Agent will request at least [three][<i>insert other higher number of Reference Banks, as the case may be</i> : ●] Reference Banks (as defined below) to provide a quotation for the Reference Rate. If two or more of the Reference Banks provide the Calculation Agent with such quotation, the Reference Rate shall be the arithmetic mean of such quotations as determined by the Calculation Agent. If fewer than two such

quotations are provided as requested above, then the Reference Rate shall be determined by the Calculation Agent in its reasonable discretion. "**Reference Banks**" are major banks in the interbank market.]

Settlement Factor	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Settlement Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Shares of an Exchange Traded Fund]	[●]
[Weighting Factor]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 25. Product specific terms applicable to Drop-Back Securities

Settlement Amount *[insert in the case of Drop-Back Securities with cash settlement:*

The Settlement Amount is the sum of:

- (i) the product of the Initial Investment Amount and the Performance of the Underlying,
- (ii) the sum of the Drop-Back Amount_(i) and
- (iii) the Final Remaining Denomination.]

[insert in the case of Drop-Back Securities with physical settlement:

The Settlement Amount is a number of [the Underlying] [shares of an Exchange Traded Fund] expressed by the Physical Delivery Unit.

In addition, the Security Holder receives a cash amount which equals the Final Remaining Denomination.]

[Calculation Amount]	[●]
[Cap]	[●]
[Contingent Participation _(i)]	[●]
[Coupon]	[The Coupon is [●].][●]
[Coupon Amount]	<i>[insert in the case of one or more coupon payment dates, if applicable:</i>

The Coupon Amount paid on the [respective] Coupon Payment Date is calculated as follows:

[Nominal][Calculation Amount] multiplied by the difference between (i) Cumulated Interest_(t) in respect of the Coupon Observation Date_(t) corresponding to such Coupon Payment Date and (ii) Cumulated Interest_(t-1) in respect of the Coupon Observation Date_(t-1). [•]

[Coupon Observation Date_(t)] [•]

[Coupon Payment Date] [•]

[Coupon Reference Date] [•]

[Cumulated Interest_(t)] In respect of a Coupon Observation Date_(t) the relevant Cumulated Interest_(t) is calculated pursuant to the following formula:

$$\left[\begin{aligned} & \text{Coupon} \\ & \times \left[\text{Protected Cash Allocation} \times \frac{N(t)}{365} + \sum_{i=1}^{NT} \left(\text{Contingent Participation (i)} \times \frac{N(t)(i)}{365} \right) \right] \end{aligned} \right]$$

$$\left[\begin{aligned} & \text{Coupon} \times \left[\sum_{i=1}^{NT} \left(\text{Contingent Participation (i)} \times \frac{N(t)(i)}{365} \right) \right] \end{aligned} \right]$$

[Cumulated Interest_(t-1)] [In respect of the Coupon Observation Date_(t), the Cumulated Interest_(t-1) is equal to the Cumulated Interest_(t) in respect of the Coupon Observation Date immediately preceding such Coupon Observation Date_(t), provided that if there is no Coupon Observation Date falling before such Coupon Observation Date_(t), then the Cumulated Interest_(t-1) shall be equal to zero.]

[Drop-Back Amount_(i)] [The Drop-Back Amount_(i) with respect to a Drop-Back Barrier Event_(i) corresponds to the following formula:

$$\text{Subsequent Investment Amount}(i) \times \left(\frac{\text{Reference Price}}{\text{Drop-Back Barrier (i)}} \right)$$

[The Drop-Back Amount_(i) with respect to a Drop-Back Barrier Event_(i) corresponds to the following formula:

$$\text{Subsequent Investment Amount}(i) \times \left(\frac{\text{Reference Price}}{\text{Reference Price (i)}} \right)$$

[The Drop-Back Amount_(i) [is at least equal to the Drop-Back Floor_(i)] [, but] [will not exceed the Drop-Back Cap_(i)] [•].]

Drop-Back Barrier_(i) [•]

Drop-Back Barrier Event_(i) [A Drop-Back Barrier Event_(i) occurs if on a Drop-Back Observation Date during the Drop-Back Observation Period the

Drop-Back Observation Price is [equal to or] below the relevant Drop-Back Barrier_(i).

For clarification: Each Drop-Back Barrier Event_(i) can occur only once. The occurrence of more than one Drop-Back Barrier Event_(i) with respect to the Drop-Back Barriers_(i) is possible on one Drop-Back Observation Date, if the Drop-Back Observation Price on such Drop-Back Observation Date is at or below several or all Drop-Back Barriers_(i) for the first time during the Drop-Back Observation Period.][●]

[Drop-Back Cap _(i)]	[●]
[Drop-Back Coupon Period Start Date]	[●]
[Drop-Back Floor _(i)]	[●]
Drop-Back Observation Date	[Each Calculation Date within the Drop-Back Observation Period][●]
Drop-Back Observation Period	[From the Initial Valuation Date (excluding) to the Final Valuation Date (including)][●]
[Drop-Back Observation Price]	[Underlying Price][●]
[Final Remaining Denomination]	[(i) If a Drop-Back Barrier Event _(i) has not occurred, the Final Remaining Denomination corresponds to [<i>insert amount</i> : ●]; or (ii) [if a Drop-Back Barrier Event has occurred, the Final Remaining Denomination corresponds to [<i>insert amount</i> : ●] minus the sum of the Subsequent Investment Amounts _(i) .] [For clarification: If all Drop-Back Barrier Events _(i) have occurred during the Drop-Back Observation Period, the Final Remaining Denomination shall be zero (0).][●]
[Floor]	[●]
[Initial Investment Amount]	[●] [[Nominal][Calculation Amount] multiplied by the Protected Participation]
Initial Reference Price	[Underlying Price on the Initial Valuation Date][●]
Investment Date _(i)	[The day during the Drop-Back Observation Period on which the Drop-Back Barrier Event _(i) has occurred.][●]
[Nominal]	[●]
[N _(t)]	[means, in respect of Coupon Observation Date _(t) , the number of calendar days falling in the period commencing on (but excluding) the Drop-Back Coupon Period Start Date, and ending on (and including) such Coupon Observation Date _(t) .] [●]

- [NT] [means the total number of Drop-Back Barrier_(i)]
- [N_{(t)(i)}] [means, in respect of Coupon Observation Date_(t) and Drop-Back Barrier_(i), the number of calendar days falling in the period commencing on (but excluding) the Drop-Back Coupon Period Start Date and ending on (and including):
- (a) if a Investment Date_(i) corresponding to such Drop-Back Barrier_(i) has occurred on or prior to such Coupon Observation Date_(t), such Investment Date_(i); or
 - (b) if no Investment Date_(i) corresponding to such Drop-Back Barrier_(i) has occurred on or prior to such Coupon Observation Date_(t), such Coupon Observation Date_(t).]
- [•]
- [Performance of the Underlying] [Reference Price divided by the Initial Reference Price] [whereby the Performance of the Underlying [is at least equal to the Floor] [, but] [will not exceed the Cap] [•]
- [Protected Cash Allocation] [•]
- [Protected Participation] [•]
- Reference Price [Underlying Price on the Final Valuation Date][•]
- [Reference Price _(i)] [Underlying Price on the Calculation Date on which the relevant Drop-Back Barrier Event_(i) occurs.][•]
- Subsequent Investment Amount_(i) If a Drop-Back Barrier Event_(i) has occurred, the Subsequent Investment Amount_(i) is equal to the Potential Investment Amount_(i) corresponding to such Drop-Back Barrier_(i) as shown in the following table, otherwise the Subsequent Investment Amount_(i) shall be equal to zero:

(i)	Drop-Back Barrier _(i)	Potential Investment Amount _(i) [/ Contin- gent Participation _(i)]
[•]	[•]	[•] [/[•]]

Product No. 26. Product specific terms applicable to OneStep Securities

- Settlement Amount *[insert in case of OneStep Securities which in any case are settled in cash:*
- The Settlement Amount equals:
- (a) if the Reference Price is [equal to or] above the Strike, the OneStep Amount,

(b) otherwise, the product of the [Nominal][Calculation Amount]and the Performance of the Underlying.]

[insert in case of OneStep Securities, which are possibly settled by Physical Settlement:

The Settlement Amount equals:

(a) if the Reference Price is [equal to or] above the Strike, the OneStep Amount,

(b) otherwise, a quantity of [the Underlying] [shares of an Exchange Traded Fund] expressed by the Physical Delivery Unit.]

[Calculation Amount]

[•]

[ETF Reference Price]

[•] [The ETF Reference Price equals the [Net Asset Value (as [calculated by [•] and] published [•])][•] of the share of the ETF on the [Final Valuation Date][•]. If no [Net Asset Value] [•] is [calculated or] published on the [Final Valuation Date][•], the ETF Reference Price equals the [Net Asset Value][•] of the share of the ETF as it is [calculated and] published on the next following ETF Valuation Date, unless the [Net Asset Value][•] is not [calculated and] published on the [[•] Payment Date][•] following the [Final Valuation Date][•] either. In that case an ETF Reference Price Disruption (the “**ETF Reference Price Disruption**”) has occurred. If an ETF Reference Price Disruption has occurred, then in lieu of the delivery of the relevant Physical Delivery Amount and notwithstanding any other provision hereof, the Calculation Agent may satisfy its obligation in respect of the relevant Security Holder by payment to the relevant Security Holder of the Disruption Settlement Amount on the Settlement Date. The Calculation Agent shall give notice as soon as practicable in accordance with Section 11 of the General Conditions that an ETF Reference Price Disruption Event has occurred.] [“**ETF Valuation Date**” in this regard means [each day on which the [Net Asset Value][•] of the share of the ETF is published.] [•]]

Initial Reference Price

[•] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]

[Nominal]

[•]

OneStep Amount

[•]

[Performance of the Underlying]	[Reference Price divided by the [Initial Reference Price][Strike]] [[Initial Reference Price][Strike] divided by the Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Share of an Exchange Traded Fund]	[●]
Strike	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 27. Product specific terms applicable to Double Digital Coupon Securities

Settlement Amount	The Settlement Amount equals: (a) if the Reference Price is [equal to or] above the Upper Strike, the Settlement Amount 1, (b) if the Reference Price is [[equal to or] below the Upper Strike, but] [equal to or] above the Lower Strike, the Settlement Amount 2, (c) if the Reference Price is [equal to or] below the Lower Strike, the Settlement Amount 3.
[Calculation Amount]	[●]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Lower Strike	[●]
[Nominal]	[●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Settlement Amount 1	[●]
Settlement Amount 2	[●]
Settlement Amount 3	[●]
Upper Strike	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 28. Product specific terms applicable to Reverse Autocallable Securities

Settlement Amount	(a) If the Underlying Price on a Valuation Date is [equal to or] falls below the Settlement Level (so-called " Early Settlement Event "), the term of the Securities ends automatically on that
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Valuation Date, without the need for a separate termination of the Securities by the Issuer. The Settlement Amount in this case is the [Nominal][Calculation Amount] multiplied by the Settlement Factor, which corresponds to the respective Valuation Date on which the Early Settlement Event has occurred.

(b) If, during the term of the Securities, no Early Settlement Event has occurred, the Settlement Amount is determined as follows:

(i) If the Reference Price is [equal to or] below the Final Settlement Level, the Settlement Amount is the [Nominal][Calculation Amount] multiplied by the Final Settlement Factor.

(ii) If the Reference Price is [equal to or] above the Final Settlement Level, the Settlement Amount is equal to the [Nominal][Calculation Amount] multiplied by the difference between 200 % and the Performance of the Underlying, but at least equal to zero.

[Calculation Amount]

[●]

[Coupon]

[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [The Coupon corresponds to the Reference Rate [plus [●] per cent. p.a.]] [The Coupon [for the respective Coupon Payment Date] [for the respective Coupon Period] corresponds to the Underlying Price [on ●] [multiplied by the Coupon Factor].] [The Coupon corresponds to the Coupon assigned to the respective Coupon Payment Date: [●]]

[Coupon Amount]

[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [The Coupon Amount is calculated as follows: (a) in the case that the relevant Coupon Payment Date is on or before the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: [Nominal][Calculation Amount] x Coupon x Coupon Day Count Fraction; or (b) in the case that the relevant Coupon Payment Date is after the Initial Instalment Date, the Coupon Amount equals the result of the following calculation: Final Instalment Amount x Coupon x Coupon Day Count Fraction.] [If an Early Settlement Event has occurred on a Valuation Date, the Security Holder receives the Coupon Amount on the immediately preceding Coupon Payment Date. In such a case the Security Holder is not entitled to demand any further coupon payments for future Coupon Payment Dates.] [If a Coupon Trigger Event has occurred on a Coupon Observation Date the Security Holder receives a Coupon Amount. If a Coupon Trigger Event has not occurred on a

Coupon Observation Date, the Security Holder does not receive a coupon payment. The Coupon Amount is determined by multiplying the [Nominal][Calculation Amount] by the applicable Coupon for the respective Coupon Payment Date. If an Early Settlement Event has occurred no further coupon payments will be made.] [If a Coupon Trigger Event has occurred in relation to a Coupon Observation Period, the Security Holder receive a Coupon Amount on the Coupon Payment Date that is allocated to such Coupon Observation Period. If a Coupon Trigger Event has not occurred in relation to a Coupon Observation Period, the Security Holder does not receive a coupon payment on the Coupon Payment Date that is allocated to such Coupon Observation Period. The Coupon Amount is determined by multiplying the [Nominal][Calculation Amount] by the applicable Coupon for the respective Coupon Payment Date. If an Early Settlement Event has occurred no further coupon payments will be made.]

[Coupon Factor]	[●]
[Coupon Observation Date]	[The Coupon Observation Date corresponds to the Coupon Observation Date assigned to the respective Coupon Payment Date as indicated hereinafter: [●]]
	[If a Coupon Observation Date is not a Calculation Date, the following Calculation Date shall be the Coupon Observation Date.] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Observation Period]	[●]
[Coupon Payment Date]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Coupon Reference Date]	[●]
[Coupon Trigger Event]	[A Coupon Trigger Event has occurred if on a Coupon Observation Date the Underlying Price is [equal to or] below the relevant Coupon Trigger Level.] [A Coupon Trigger Event [in relation to a Coupon Observation Period] occurs if [all [Underlying Prices of the Underlying] [<i>insert other relevant price of the Underlying</i> : ●] during the relevant Coupon Observation Period are [equal to or] below the relevant Coupon Trigger Level][at least one Underlying Price during the relevant Coupon Observation Period is [equal to or] below the relevant Coupon Trigger Level].] [●]

[Coupon Trigger Level]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Final Settlement Factor	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Final Settlement Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
[Nominal]	[●]
[Performance of the Underlying]	[Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price] [●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
[Reference Rate]	[[<i>insert Reference Rate and relevant screen page:</i> ●] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms.] If the Reference Rate is not available on the relevant screen page, the Calculation Agent will request at least [three][<i>insert other higher number of Reference Banks, as the case may be:</i> ●] Reference Banks (as defined below) to provide a quotation for the Reference Rate. If two or more of the Reference Banks provide the Calculation Agent with such quotation, the Reference Rate shall be the arithmetic mean of such quotations as determined by the Calculation Agent. If fewer than two such quotations are provided as requested above, then the Reference Rate shall be determined by the Calculation Agent in its reasonable discretion. " Reference Banks " are major banks in the interbank market.]
Settlement Factor	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Settlement Level	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 29. Product specific terms applicable to Lock-In Securities

Settlement Amount	The Settlement Amount is (i) if a Lock-In Event has occurred, either the [Calculation Amount] [Nominal] multiplied by the Highest Entry Level or the [Calculation Amount] [Nominal] multiplied by the Performance of the Underlying, whichever amount is greater[, but the Settlement Amount will not exceed the Maximum
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	Amount]; or
	(ii) if a Lock-In Event has not occurred and no Barrier Event has occurred, the [Calculation Amount] [Nominal] or the [Calculation Amount] [Nominal] multiplied by the Performance of the Underlying, whichever amount is greater[, but the Settlement Amount will not exceed the Maximum Amount]; or
	(iii) if a Lock-In Event has not occurred and a Barrier Event has occurred, the [[Calculation Amount][Nominal] multiplied by the Performance of the Underlying][Minimum Amount].
Barrier	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
[Calculation Amount]	[●]
Entry Level (i)	[The Entry Level (i) assigned to the Lock-In Level (i) equals ●.] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Entry Level Observation Date (t)	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [If an Entry Level Observation Date (t) is not a Calculation Date or in the case of a Market Disruption, the next following date being a Calculation Date is the Entry Level Observation Date (t). An Entry Level Observation Date (t) may at most be postponed to the Calculation Date preceding the next following Entry Level Observation Date (t), otherwise the Entry Level Observation Date (t) expires.]
[Entry Level Observation Period]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Initial Reference Price	[●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Lock-In Event	[A Lock-In Event occurs if the Underlying Price on any Entry Level Observation Date (t) reaches or exceeds a Lock-In Level (i)] [●]
Lock-In Level (i)	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Highest Entry Level	[The Highest Entry Level equals the Entry Level (i) which is assigned to the highest Lock-In Level (i) reached or exceeded on an Entry Level Observation Date (t) [during the Entry Level Observation Period].] [●]

[Maximum Amount]	[●]
[Minimum Amount]	[●]
[Nominal]	[●]
[Observation Period]	[●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Observation Price	[●]
Performance of the Underlying	[Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price][●]
Reference Price	[Underlying Price on the Final Valuation Date] [●] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Product No. 30. Product specific terms applicable to Dolphin Securities

Settlement Amount	<p>The Settlement Amount equals:</p> <p><i>[insert in case of Dolphin Securities (Bullish):</i></p> <p>(a) if no Barrier Event has occurred, the higher of the following values:</p> <p>(i) the Minimum Amount, or</p> <p>(ii) the product of (x) the [Nominal][Calculation Amount] and (y) the sum of (1) the Minimum Amount Level and (2) the product of the Participation Factor and the difference between the Performance of the Underlying and [the Minimum Amount Level][one (1)]; expressed as a formula:</p> $ \begin{aligned} & \text{[Nominal][Calculation Amount]} \\ & \times \left(\text{Minimum Amount Level} \right. \\ & \left. + \text{Participation Factor} \right. \\ & \left. \times \left[\frac{\text{Reference Price}}{\text{Initial Reference Price}} - \text{[Minimum Amount Level][1]} \right] \right) \end{aligned} $ <p>(b) otherwise, the product of (x) the [Nominal][Calculation Amount] and (y) the sum of the Minimum Amount Level and the Rebate.]</p> <p><i>[insert in case of Dolphin Securities (Bearish):</i></p> <p>(a) if no Barrier Event has occurred, the higher of the following values:</p> <p>(i) the Minimum Amount, or</p>
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(ii) the product of (x) the [Nominal][Calculation Amount] and (y) the sum of (1) the Minimum Amount Level and (2) the product of the Participation Factor and the difference between [the Minimum Amount Level][one (1)] and the Performance of the Underlying; expressed as a formula

$$\begin{aligned}
 & \text{[Nominal][Calculation Amount]} \\
 & \times \left(\text{Minimum Amount Level} \right. \\
 & \quad \left. + \text{Participation Factor} \right. \\
 & \times \left[\text{[Minimum Amount Level][1]} \right. \\
 & \quad \left. - \frac{\text{Reference Price}}{\text{Initial Reference Price}} \right] \left. \right)
 \end{aligned}$$

(b) otherwise, the product of (x) the [Nominal][Calculation Amount] and (y) the sum of the Minimum Amount Level and the Rebate.]

Barrier	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Barrier Event	[Touch][Break]
[Calculation Amount]	[•]
Initial Reference Price	[•] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]
Minimum Amount	[•]
Minimum Amount Level	[•]
[Nominal]	[•]
Observation Period	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Observation Price	[•]
Participation Factor	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Performance of the Underlying	[Reference Price divided by the Initial Reference Price] [Initial Reference Price divided by the Reference Price][•]
Rebate	[•]
Reference Price	[Underlying Price on the Final Valuation Date] [•] [As specified in Table 1 in the Annex to the Issue Specific Terms]

Part B - General terms

Terms in relation to Security Right, Status, Guarantee, Definitions (Section 1 of the General Conditions)

Settlement	[Cash][Physical][Cash or Physical]
Currency Conversion	[Applicable][Not applicable] [As specified in Table 1 in the Annex to the Issue Specific Terms]
Aggregation	[Applicable][Not applicable][Aggregation does not apply]
Fractional Cash Amount	[•][Not applicable]
Exchange Rate	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Exchange Rate Sponsor	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Final Valuation Date	[•] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Initial Valuation Date	[•]
Physical Delivery Amount	[•][Not applicable]
Physical Delivery Unit	[•][[Nominal][Calculation Amount] divided by the [Initial Reference Price][Strike]][[Nominal][Calculation Amount] (converted into the Reference Currency on the basis of the Exchange Rate as published by the Exchange Rate Sponsor on the Final Valuation Date) divided by the Strike]
	$\left[\frac{\text{Initial Investment Amount}}{\text{Initial Reference Price}} + \sum_{i=0}^{[\text{insert number: } \bullet]} \left(\frac{\text{Subsequent Investment Amount } (i)}{\text{Drop-Back Barrier } (i)} \right) \right]$
	[[Nominal][Calculation Amount] multiplied by the quotient of the Reference Price and the Initial Reference Price divided by the ETF Reference Price]
	[Not applicable]
Reference Currency	[•][As specified in Table [1][2] in the Annex to the Issue Specific Terms]

Relevant Exchange Date	<input type="checkbox"/> [Not applicable][As specified in Table 1 in the Annex to the Issue Specific Terms]
Settlement Amount Rounding	<input type="checkbox"/> [Not applicable]
Settlement Currency	<input type="checkbox"/> [As specified in Table 1 in the Annex to the Issue Specific Terms]
Settlement Date	<input type="checkbox"/> [[Third (3 rd)][Fifth (5 th)] <input type="checkbox"/>] Payment Date following (a) [the Final Valuation Date][the last occurring Valuation Date] or (b) the Termination Date]
Valuation Date	<input type="checkbox"/> [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Date of Programme Agreement	<input type="checkbox"/> [Not applicable]
Date of Agency Agreement	<input type="checkbox"/> [Not applicable]
Date of Deed of Covenant	<input type="checkbox"/> [Not applicable]
Italian Listed Securities	[Applicable][Not applicable]

Terms in relation to Exercise (Section 2 of the General Conditions)

Automatic Exercise	[Applicable][Not applicable]
Renouncement Notice Cut-Off Time	<input type="checkbox"/> [Not applicable]
Bermuda Exercise Dates	<input type="checkbox"/> [Not applicable]
Business Day	<input type="checkbox"/>
Minimum Exercise Amount	<input type="checkbox"/> [Not applicable]
Integral Exercise Amount	<input type="checkbox"/> [Not applicable]
Maximum Exercise Amount	<input type="checkbox"/> [Not applicable]
Exercise Period	<input type="checkbox"/> [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]
Exercise Style	[insert in the case of Securities with a limited term: [European Exercise Style][American Exercise Style]][insert in the case of Securities with an unlimited term: [American Exercise Style][Bermudan Exercise Style]]
Exercise Time	<input type="checkbox"/> [(local time <input type="checkbox"/>)] [Not applicable]
ICSD Prescribed Time	<input type="checkbox"/> [Not applicable]

Local Exercise Time [●][Not applicable]

Terms in relation to Settlement (Section 3 of the General Conditions)

Clearing System [Clearstream Banking AG, Frankfurt am Main, Mergenthalerallee 61, 65760 Eschborn, Germany][Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels, and/or Clearstream Banking, société anonyme, 42 Avenue JF Kennedy, L-1855 Luxembourg] [Euroclear Finland Oy, the Finnish Central Securities Depository Ltd., Urho Kekkosen katu 5 C, 00100 Helsinki, Finland] [Euroclear Sweden AB, the Swedish Central Securities Depository, Klarabergsviadukten 63, Stockholm, 11164, Sweden][Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., the Dutch Central Securities Depository, Herengracht 459, 1017BS Amsterdam, the Netherlands][Verdipapirsentralen ASA, the Norwegian Central Securities Depository, Biskop Gunnerus'gt 14A, Oslo, 0185, Norway] [Euroclear France S.A., the French Central Securities Depository, 66 Rue de la Victoire, 75009 Paris, France] [●]

Disruption Settlement Amount [●]

Terms in relation to Coupon (Section 4 of the General Conditions)

Coupon Payment [Not applicable][Applicable][Applicable, if a Switch Event has occurred]

Coupon [●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [As specified in Part A (Product Specific Terms)]

Coupon Amount [●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [As specified in Part A (Product Specific Terms)] [With respect to the Coupon Payment Date immediately following to the Switch Date the Coupon Amount is equal to the [Nominal][Calculation Amount] multiplied by the Coupon and further multiplied by n, whereby "n" means the number of Coupon Payment Dates up to and including the Coupon Payment Date following the Switch Date. With respect to the following Coupon Payment Date(s) the Coupon Amount is equal to the [Nominal][Calculation Amount] multiplied by the Coupon.]

Coupon Cessation Date [●] [As specified in Table 1 in the Annex to the Issue Specific Terms] [Not applicable]

Coupon Day Count Fraction	[Actual/Actual (ICMA)] [Actual/365] [Actual/Actual (ISDA)] [Actual/365 (Fixed)] [Actual/360] [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] [1/1] [Not applicable]
Coupon Period	[Applicable][Not applicable][●]
Coupon Payment Date(s)	<p>[●] [● Payment Dates following the Coupon Reference Date] [As specified in Table 1 in the Annex to the Issue Specific Terms] [If the Coupon Payment Date falls on a date which is not a Payment Date, then the Security Holder shall</p> <p><i>[in the case of Following Business Day Convention insert: not be entitled to payment until the next such Payment Date in the relevant place] [in the case of Modified Following Business Day Convention insert: not be entitled to payment until the next such Payment Date in the relevant place unless it would thereby fall into the next calendar month in which event the payment shall be made on the immediately preceding Payment Date] [if the Coupon Payment Date is not subject to adjustment in accordance with any Business Day Convention, insert: The Security Holder shall not be entitled to further interest or other payment in respect of such delay nor, as the case may be, shall the amount of interest to be paid be reduced due to such deferment.] [if the Coupon Payment Date is subject to adjustment in accordance with the Following Business Day Convention or the Modified Following Business Day Convention, insert: The Security Holder is entitled to further coupon payments for each additional day the scheduled Coupon Payment Date is postponed.] [if the Coupon Payment Date is subject to adjustment in accordance with the Modified Following Business Day Convention, insert: However, in the event that the Coupon Payment Date is brought forward to the immediately preceding Payment Date, the Security Holder will only be entitled to interest until the actual Coupon Payment Date and not until the scheduled Coupon Payment Date.]</i></p>
Interest Commencement Date	[●][Not applicable]

Terms in relation to Barrier Event (Section 5 of the General Conditions)

[Definitions relating to the Barrier Event are set out in the Product specific terms above][Not applicable]

Terms in relation to Ordinary Termination Right of the Issuer; Adjustment and Termination Right following a Change in Law Event (Section 6 of the General Conditions)

Ordinary Termination Right of the Issuer	[Applicable][Not applicable]
[Optional Redemption Date]	[●]
[Termination Amount in the case of an ordinary termination]	[insert Termination Amount in the case of an ordinary termination allocated to the respective Optional Redemption Date: ●]
[Termination Notice Date]	[●]
[Termination Notice Time Span]	[One month][●]
[Termination Period]	[●]

Terms in relation to Transferability, Security Holder (Section 7 of the General Conditions)

Minimum Trading Number	[●] [(corresponding to ● Securities)]
Permitted Trading Multiple	[Not applicable] [●]

Terms in relation to Agents (Section 8 of the General Conditions)

Calculation Agent	[Goldman Sachs International, Plumtree Court, 25 Shoe Lane, London EC4A 4AU, United Kingdom][●]
Principal Programme Agent	[Goldman Sachs Bank Europe SE, Marien-turm, Taunusanlage 9-10, 60329 Frankfurt am Main, Germany][Citibank Europe plc, Germany Branch, Reuterweg 16, 60323 Frankfurt am Main, Germany][●]
Fiscal Agent	[Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland][●] [Not applicable]
Registrar	[Citigroup Global Markets Europe AG, Reuterweg 16, 60323 Frankfurt am Main, Germany][Not applicable][●]
[Norwegian Paying Agent]	[Skandinaviska Enskilda Banken AB (publ), Oslo Branch (GTS Banks), P.O. Box 1843, Vika NO-0123 Oslo, Norway][●][Not applicable]
[Finnish Paying Agent]	[Skandinaviska Enskilda Banken AB (publ), Helsinki Branch (GTS Banks), Unioninkatu 30, F1-00100 Helsinki, Finland][●][Not applicable]

[Swedish Paying Agent]	[Skandinaviska Enskilda Banken AB (publ) (GTS Banks), Sergels Torg 2, ST H1 SE-106 40 Stockholm, Sweden][●][Not applicable]
[Dutch Paying Agent]	[Citibank Europe plc, 1 North Wall Quay, Dublin 1, Ireland][●][Not applicable]
[French Paying Agent]	[BNP Paribas Securities Services, 3, Rue d'Antin, 75002 Paris, France][●][Not applicable]
Additional Agent(s)	[insert additional paying agent, if applicable: ●]

Terms in relation to Notices (Section 11 of the General Conditions)

Website [●]

Terms in relation to Modifications (Section 12 of the General Conditions)

Securities Exchange [●][Not applicable]

Terms in relation to Governing Law, Place of Jurisdiction, Process Agent (Section 13 of the General Conditions)

Securities [German Securities] [English Securities]

[Nordic Registered Securities] [Euroclear Finland Registered Securities] [Euroclear Sweden Registered Securities] [VPS Registered Securities] [Not applicable]

[Euroclear Netherlands Registered Securities] [Applicable] [Not applicable]

[Euroclear France Registered Securities] [Applicable] [Not applicable]

Governing Law [German Law] [English Law] [, subject to Section 13 (3) of the General Conditions]

Terms in relation to Share Linked Provisions (Annex to General Conditions - Share Linked Provisions)

[Not applicable]

[Single Share or Share Basket] [Single Share [, being a [Depository Receipt]][Share of an Exchange Traded Fund][Share Basket] [●]

Name of [Share(s)] [share of an Exchange Traded Fund]	[insert name of Share(s) or Depositary Receipt or share of an Exchange Traded Fund: ●] [As specified in Table [1] [and] [2] in the Annex to the Issue Specific Terms] [(Bloomberg Code: ●] [ISIN: ●] [Reuters Code: ●])] [(each) the ["Share"] [or] ["Depositary Receipt"] ["Share of an Exchange Traded Fund"] or [the "Underlying"] [the "Basket Component"])] [insert information relating to weighting of basket component: ●] [insert information relating to relevant Exchange Traded Fund: ●]
[Share Issuer]	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Exchange(s)	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Related Exchange(s)	[●]
Options Exchange	[●]
Calculation Date	[●]
Calculation Hours	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Underlying Price	[●]
Valuation Time	[●]
Scheduled Reference Date(s)	[Final Valuation Date] [●]
Single Share and Reference Dates - Consequences of Disrupted Days	[Applicable - as specified in Share Linked Provision 1.1] [Not applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable] [Applicable]
Single Share and Averaging Reference Dates - Consequences of Disrupted Days	[Applicable - as specified in Share Linked Provision 1.2] [Not applicable]
Omission	[Not applicable] [Applicable]
Postponement	[Not applicable] [Applicable]
Modified Postponement	[Not applicable] [Applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable] [Applicable]
Share Basket and Reference Dates – Basket Valuation (Individual	[Applicable - as specified in Share Linked Provision 1.3] [Not applicable]

Scheduled Trading Day and Individual Disrupted Day)

Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable] [Applicable]
Share Basket and Averaging Reference Dates – Basket Valuation (Individual Scheduled Trading Day and Individual Disrupted Day)	[Applicable - as specified in Share Linked Provision 1.4][Not applicable]
Omission	[Not applicable] [Applicable]
Postponement	[Not applicable] [Applicable]
Modified Postponement	[Not applicable] [Applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable] [Applicable]
Share Basket and Reference Dates – Basket Valuation (Common Scheduled Trading Day but Individual Disrupted Day)	[Applicable - as specified in Share Linked Provision 1.5][Not applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable] [Applicable]
Share Basket and Reference Dates – Basket Valuation (Common Scheduled Trading Day and Common Disrupted Day)	[Applicable - as specified in Share Linked Provision 1.6][Not applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable][Applicable]
Fallback Valuation Date	[Not applicable] [●]
Change in Law	[Applicable] [Not applicable]
Hedging Disruption	[Applicable] [Not applicable]
Increased Cost of Hedging	[Applicable] [Not applicable]
Illiquidity Event	[Applicable] [Not applicable]
Insolvency Filing	[Applicable] [Not applicable]
Failure to Deliver	[Applicable] [Not applicable]
Extraordinary Event - Share Substitution	[Applicable] [Not applicable] [●]
Correction of Underlying Price	[Not applicable] [Applicable]

Correction Cut-off Date	[Not applicable] [●]
Depository Receipts Provisions	[Not applicable] [Applicable]
Depository Receipts	[●]
Underlying Shares	[●]
Underlying Share Issuer	[●]
Exchange(s) in respect of Underlying Shares	[●]
Related Exchange(s) in respect of Underlying Shares	[●] [All Exchanges]
Valuation Time in respect of Underlying Shares	[●]
Dividend Amount Provisions	[Not applicable] [Applicable]
Dividend Amount	[Record Amount] [Ex Amount] [Paid Amount] [●]
Dividend Period(s)	[●]
Dividend Payment Date(s)	[●]
Gross Cash Dividend	[Excludes Extraordinary Dividends as specified in Share Linked Provision 8 (<i>Definitions</i>)] [Includes Extraordinary Dividends]
Extraordinary Dividends	[●]

Terms in relation to Index Linked Provisions (Annex to General Conditions - Index Linked Provisions)

	[Not applicable]
	[Single Index or Index Basket]
Name of Index(ices)	[Single Index][Index Basket]
	[insert name of Index(ices): ●] [As specified in Table [1] [and] [2] in the Annex to the Issue Specific Terms] [(ISIN: ●] [Bloomberg Code(s): ●] [Reuters Code: ●])] [(each] the "Index" or [the "Underlying"] [the "Basket Component"])] [insert information relating to weighting of basket component: ●]
Exchange(s)	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Related Exchange(s)	[Not applicable][All Exchanges] [●]
Options Exchange	[Not applicable][Related Exchange] [●]
Calculation Date	[●]

Calculation Hours	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Index Sponsor	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Underlying Price	[●]
Valuation Time	[As specified in Index Linked Provision 8] [●]
Scheduled Reference Date(s)	[Final Valuation Date] [●]
Index-Linked Derivatives Contract Provisions	[Not applicable][Applicable]
Index-Linked Derivatives Contract	[●]
Derivatives Exchange	[●]
Single Index and Reference Dates - Consequences of Disrupted Days	[Applicable - as specified in Index Linked Provision 1.1][Applicable only if the Reference Price is the Final Index Level, in which case, as specified in Index Linked Provision 1.1][Not applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable][Applicable]
Single Index and Averaging Reference Dates - Consequences of Disrupted Days	[Applicable - as specified in Index Linked Provision 1.2][Not applicable]
Omission	[Not applicable][Applicable]
Postponement	[Not applicable][Applicable]
Modified Postponement	[Not applicable][Applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable][Applicable]
Index Basket and Reference Dates – Basket Valuation (Individual Scheduled Trading Day and Individual Disrupted Day)	[Applicable - as specified in Index Linked Provision 1.3][Not applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable][Applicable]

Index Basket and Averaging Reference Dates – Basket Valuation (Individual Scheduled Trading Day and Individual Disrupted Day)	[Applicable - as specified in Index Linked Provision 1.4][Not applicable]
Omission	[Not applicable][Applicable]
Postponement	[Not applicable][Applicable]
Modified Postponement	[Not applicable][Applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable][Applicable]
Index Basket and Reference Dates – Basket Valuation (Common Scheduled Trading Day but Individual Disrupted Day)	[Applicable - as specified in Index Linked Provision 1.5][Not applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable][Applicable]
Index Basket and Reference Dates – Basket Valuation (Common Scheduled Trading Day and Common Disrupted Day)	[Applicable - as specified in Index Linked Provision 1.6][Not applicable]
Maximum Days of Disruption	[●] [Not applicable]
No Adjustment	[Not applicable][Applicable]
Fallback Valuation Date	[Not applicable] [●]
Change in Law	[Applicable][Not applicable]
Hedging Disruption	[Applicable][Not applicable]
Increased Cost of Hedging	[Applicable][Not applicable]
Correction of Underlying Price	[Not applicable][Applicable]
Correction Cut-off Date	[Not applicable] [●]
Dividend Amount Provisions	[Not applicable][Applicable]
Dividend Period(s)	[●]
Gross Cash Dividend	[Excludes Extraordinary Dividends as specified in Index Linked Provision 8 (<i>Definitions</i>)][Includes Extraordinary Dividends].]

Terms in relation to FX Linked Provisions (Annex to General Conditions - FX Linked Provisions)

[Not applicable]

[Single Currency Pair or Currency Pair Basket] [Single Currency Pair] [Currency Pair Basket]

Currency Pair(s) [insert name of Currency Pair(s): ●] [As specified in Table [1] [and] [2] in the Annex to the Issue Specific Terms] [(ISIN: ●) [Bloomberg Code(s): ●][Reuters Code: ●]] [(each) the "Currency Pair" or [the "Underlying"] [the "Basket Component"])] [insert information relating to weighting of basket component: ●]

Base Currency [●] [As specified in Table [1][2] in the Annex to the Issue Specific Terms]

Calculation Date [Publication Calculation Date] [Transaction Calculation Date]

Calculation Hours [●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Underlying Price ●

Fixing Price Sponsor [●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Screen Page [Bloomberg Page: ●] [Reuters Screen: ●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Valuation Time ●

Scheduled Reference Date(s) [Final Valuation Date] [●]

Single Currency Pair and Reference Dates - Consequences of Non-Calculation Dates [Applicable – as specified in FX Linked Provision 1.1] [Not applicable]

Maximum Days of Postponement [Applicable - as specified in FX Linked Provision 4] [●] [Not applicable]

No Adjustment [Not applicable] [Applicable]

Single Currency Pair and Averaging Reference Dates - Consequences of Non-Calculation Dates [Applicable - as specified in FX Linked Provision 1.2] [Not applicable]

Omission			[Not applicable] [Applicable]
Postponement			[Not applicable] [Applicable]
Modified Postponement			[Not applicable] [Applicable]
Maximum Postponement	Days	of	[As specified in FX Linked Provision 4] [●] [Not applicable]
No Adjustment			[Not applicable] [Applicable]
Currency Pair Basket and Reference Dates – Individual Calculation Date			[Applicable - as specified in FX Linked Provision 1.3] [Not applicable]
Maximum Postponement	Days	of	[As defined in FX Linked Provision 4] [●] [Not applicable]
No Adjustment			[Not applicable] [Applicable]
Currency Pair Basket and Averaging Reference Dates – Individual Calculation Date			[Applicable - as specified in FX Linked Provision 1.4] [Not applicable]
Omission			[Not applicable] [Applicable]
Postponement			[Not applicable] [Applicable]
Modified Postponement			[Not applicable] [Applicable]
Maximum Postponement	Days	of	[As defined in FX Linked Provision 4] [●] [Not applicable]
No Adjustment			[Not applicable] [Applicable]
Currency Pair Basket and Reference Dates – Common Calculation Date			[Applicable - as specified in FX Linked Provision 1.5] [Not applicable]
Maximum Postponement	Days	of	[As defined in FX Linked Provision 4] [●] [Not applicable]
No Adjustment			[Not applicable] [Applicable]]
Change in Law			[Applicable][Not applicable]
Hedging Disruption			[Applicable][Not applicable]
Increased Cost of Hedging			[Applicable][Not applicable]]

Terms in relation to Commodity Linked Provisions (Annex to General Conditions - Commodity Linked Provisions)

[Not applicable]

Commodity Linked Securities [Applicable] [Not applicable]
(Single Commodity or Commodity Basket)

Single Commodity or Commodity Basket [Single Commodity] [Commodity Basket]

Name of Commodity(ies) [*insert name of Commodity(ies): ●*] [As specified in Table [1] [and] [2] in the Annex to the Issue Specific Terms] [[ISIN: ●][Bloomberg Code(s): ●][Reuters Code: ●]] [[each] the "Commodity" or [the "Underlying"] [the "Basket Component"]]] [*insert information relating to weighting of basket component: ●*]

Commodity Reference Price(s) [●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Trading Facility(ies) [●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Underlying Price [●]

Calculation Date [●]

Calculation Hours [●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Scheduled Reference Date(s) [Final Valuation Date] [●]

Unit (s) [●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Delivery Date(s) [●] [As specified in Table 2 in the Annex to the Issue Specific Terms] [[First][Second][Third] [●] [Nearby] Month]

Specified Price(s) [High price] [Low price] [average of high and low price] [closing price] [opening price] [bid price] [ask price] [average of bid and ask price] [settlement price] [Official settlement price][official price] [morning fixing] [afternoon fixing] [spot price] [●]

Price Source(s) / Relevant Screen Page(s) [●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Price Materiality Percentage (in respect of Price Source Disruption) [Not applicable] [●]

Single Commodity and Reference Dates – Consequences of Disrupted Days	[Applicable – as specified in Commodity Linked Provision 1.1 - the ordinal number in brackets specifies the order in which such Disruption Fallbacks shall apply] [Not applicable]
Calculation Agent Determination	[Not applicable] [applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Delayed Publication or Announcement	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Fallback Reference Dealers	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Reference Dealers (for purpose of "Commodity Reference Dealers")	[●]
Fallback Reference Price	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
alternate Commodity Reference Price	[●]
Postponement	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Maximum Days of Disruption	[As specified in Commodity Linked Provision 10] [●]
No Adjustment	[Not applicable] [Applicable]
Commodity Basket and Reference Dates – Basket Valuation (Individual Scheduled Commodity Business Day and Individual Disrupted Day)	[Applicable – as specified in Commodity Linked Provision 1.2 - the ordinal number in brackets specifies the order in which such Disruption Fallbacks shall apply] [Not applicable]
Calculation Agent Determination	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Delayed Publication or Announcement	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Fallback Reference Dealers	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Reference Dealers for purpose of "Commodity Reference Dealers"	[●]
Fallback Reference Price	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]

alternate Commodity Reference Price	[●]
Postponement	[Not applicable] [applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Maximum Days of Disruption	[As specified in Commodity Linked Provision 10] [●]
No Adjustment	[Not applicable] [Applicable]
Commodity Basket and Reference Dates – Basket Valuation (Common Scheduled Commodity Business Day but Individual Disrupted Day)	[Applicable – as specified in Commodity Linked Provision 1.3 - the ordinal number in brackets specifies the order in which such Disruption Fallbacks shall apply] [Not applicable]
Calculation Agent Determination	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Delayed Publication or Announcement	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Fallback Reference Dealers	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Reference Dealers for purpose of "Commodity Reference Dealers"	[●]
Fallback Reference Price	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
alternate Commodity Reference Price	[●]
Postponement	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Maximum Days of Disruption	[As specified in Commodity Linked Provision 10] [●]
No Adjustment	[Not applicable] [Applicable]
Commodity Basket and Reference Dates – Basket Valuation (Common Scheduled Commodity Business Day and Common Disrupted Day)	[Applicable – as specified in Commodity Linked Provision 1.3 - the ordinal number in brackets specifies the order in which such Disruption Fallbacks shall apply] [Not applicable]
Maximum Days of Disruption	[As specified in Commodity Linked Provision 10] [●]
No Adjustment	[Not applicable] [Applicable]
Correction of Commodity Reference Price	[Not applicable] [Applicable – as specified in Commodity Linked Provision 3]
Hedging Disruption	[Applicable] [Not applicable]
Increased Cost of Hedging	[Applicable] [Not applicable]

Correction Cut-off Date	[Not applicable] [●]
Fallback Valuation Date	[Not applicable] [●]
Commodity Linked Securities (Commodity Index)	[Applicable] [Not applicable]
Name of Commodity Index	[<i>Name of Commodity Index</i> : ●] [As specified in Table [1] [and] [2] in the Annex to the Issue Specific Terms] [(ISIN: ●)[Bloomberg Code(s): ●][Reuters Code: ●]] [(each) the " Commodity Index " or [the " Underlying "][the " Basket Component "])] [<i>insert information relating to weighting of basket component</i> : ●]
Commodity Index Sponsor	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Calculation Date	[●]
Calculation Hours	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Scheduled Reference Date(s)	[Final Valuation Date] [●]
Underlying Price	●
Relevant Screen Page	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Maximum Days of Disruption	[As defined in Commodity Linked Provision 10] [●]
Hedging Disruption	[Applicable][Not applicable]
Increased Cost of Hedging	[Applicable][Not applicable]

Terms in relation to Futures Contract Linked Provisions (Annex to General Conditions – Futures Contract Linked Provisions)

	[Not applicable]
[Single Futures Contract or Futures Basket]	[Single Futures Contract] [Futures Basket]
Name of Futures Contract(s)	[<i>insert name of Futures Contract(s)</i> : ●] [As specified in Table [1] [and] [2] in the Annex to the Issue Specific Terms] [(ISIN: ●] [Bloomberg Code(s): ●][Reuters Code: ●]] [(each) the " Futures Contract " or [the " Underlying "][the " Basket Component "])] [<i>insert information relating to weighting of basket component</i> : ●]
Trading Facility(ies)	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Underlying Price		[●]
Calculation Date		[●]
Calculation Hours		[●] [As specified in Table 2 in the Annex to the Issue Specific Terms]
Scheduled Reference Date(s)		[Final Valuation Date] [●]
Single Futures Contract and Reference Dates – Consequences of Disrupted Days		[Applicable – as specified in Futures Contract Linked Provision 1.1 [- the ordinal number in brackets specifies the order in which such Disruption Fallbacks shall apply]] [Not applicable]
Calculation Determination	Agent	[Not applicable] [applicable [- to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Postponement		[Not applicable] [Applicable [- to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Maximum Days of Disruption		[As specified in Futures Contract Linked Provision 8] [●]
No Adjustment		[Not applicable] [Applicable]
Futures Basket and Reference Dates – Basket Valuation (Individual Scheduled Futures Business Day and Individual Disrupted Day)		[Applicable – as specified in Futures Contract Linked Provision 1.2 [- the ordinal number in brackets specifies the order in which such Disruption Fallbacks shall apply]] [Not applicable]
Calculation Determination	Agent	[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Postponement		[Not applicable] [Applicable [- to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Maximum Days of Disruption		[As specified in Futures Contract Linked Provision 8] [●]
No Adjustment		[Not applicable] [Applicable]
Futures Basket and Reference Dates – Basket Valuation (Common Scheduled Futures Business Day but Individual Disrupted Day)		[Applicable – as specified in Futures Contract Linked Provision 1.3 [- the ordinal number in brackets specifies the order in which such Disruption Fallbacks shall apply]] [Not applicable]
Calculation Determination	Agent	[Not applicable] [Applicable [- to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Postponement		[Not applicable] [Applicable – [to be applied [first][second][third][fourth]]] [Concurrent with [●]]
Maximum Days of Disruption:		[As specified in Futures Contract Linked Provision 7] [●]
No Adjustment		[Not applicable] [Applicable]

Futures Basket and Reference Dates – Basket Valuation (Common Scheduled Futures Business Day and Common Disrupted Day)	[Applicable – as specified in Futures Contract Linked Provision 1.4 [- the ordinal number in brackets specifies the order in which such Disruption Fallbacks shall apply]] [Not applicable]
Maximum Days of Disruption:	[As specified in Futures Contract Linked Provision 7] [●]
No Adjustment:	[Not applicable] [Applicable]
Correction of Underlying Price	[Not applicable] [Applicable – as specified in Futures Contract Linked Provision 3]
Hedging Disruption	[Applicable] [Not applicable]
Increased Cost of Hedging	[Applicable] [Not applicable]
Change in Law	[Applicable] [Not applicable]
Correction Cut-off Date	[Not applicable] [●]
Fallback Valuation Date	[Not applicable] [●]]

Terms in relation to Interest Rate Linked Provisions (Annex to General Conditions - Interest Rate Linked Provisions)

[Not applicable]

[Single Interest Rate or Interest Rate Basket] [Single Interest Rate] [Interest Rate Basket]

Interest Rate [insert name of Interest Rate(s): ●] [As specified in Table [1] [and] [2] in the Annex to the Issue Specific Terms] [(each] the "**Interest Rate**" or [the "**Underlying**"] [the "**Basket Component**")] [insert information relating to weighting of basket component: ●]

Screen Page [Bloomberg Page: ●] [Reuters Screen: ●] [insert other screen page: ●] [Not applicable] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Relevant Time [●] [As specified in Table 2 in the Annex to the Issue Specific Terms] [Not applicable]

Interest Determination Date [●]

Margin [●] [As specified in Table 2 in the Annex to the Issue Specific Terms] [Not applicable]

Calculation Date [●]

Calculation Hours [●]

Underlying Price [●]

Relevant Financial Centre	[●] [As specified in Table 2 in the Annex to the Issue Specific Terms] [Not applicable]
Number of Reference Banks	[●]
[Termination Amount]	[[Nominal][Calculation Amount]] [●]

Terms in relation to Fund Linked Provisions (Annex to General Conditions - Fund Linked Provisions)

[Not applicable]

[Single Fund or Fund Basket] [Single Fund][Fund Basket] [●]

Name of Fund(s) [insert name and class of Fund(s): ●] [As specified in Table [1] [and] [2] in the Annex to the Issue Specific Terms] [[Bloomberg Code: ●] [ISIN: ●] [Reuters Code: ●]] [[each] the ["Fund"] or [the "Underlying"] [the "Basket Component"])] [insert information relating to weighting of basket component: ●]

Reference Fund [●] [As specified in Table 2 in the Annex to the Issue Specific Terms]

Trade Date [●]

Calculation Date [●]

Underlying Price [●]

Scheduled Reference Date(s) [Final Valuation Date] [●]

Change in Law [Applicable] [Not applicable]

Potential Crystallisation Event [Not applicable] [Applicable]

a) Winding-Up of a Fund or Investment Adviser: [Not applicable] [Applicable]

b) Fund Service Provider and Fund Agreements: [Not applicable] [Applicable]

c) Key individuals: [Not applicable] [Applicable]

d) Non-full Cash Redemption Proceeds Event: [Not applicable] [Applicable]

e) Application of Recurrent Cost and Charges on a Fund: [Not applicable] [Applicable] [Dealing Charge Threshold: [0.20/[●]] per cent. ([0.20/[●]]%)]

f) Agreements with the Issuer and/or its Affiliates: [Not applicable] [Applicable]

g) Dealing Restrictions:	[Not applicable] [Applicable]
h) Reporting Disruption Event:	[Not applicable] [Applicable]
i) Breach of Investment Guidelines and Restrictions:	[Not applicable] [Applicable]
j) Change to Investment Guidelines or Investment Style:	[Not applicable] [Applicable]
k) Regulatory or Legal Action:	[Not applicable] [Applicable]
l) Loss of licence or Authority:	[Not applicable] [Applicable]
m) Regulatory Event:	[Not applicable] [Applicable]
n) Tax Event:	[Not applicable] [Applicable]
o) Maximum AUM Event:	[Not applicable] [Applicable][Holding Threshold: [10/[•]] per cent. ([10/[•]]%)
Material Adverse Fund Event:	[Not applicable] [Applicable]
Material Adverse Fund Event 1:	[Not applicable] [Applicable][NAV Threshold: [85/[•]] per cent. ([10/[•]]%)
Material Adverse Fund Event 2:	[Not applicable] [Applicable][AUM Threshold: [75/[•]] per cent. ([10/[•]]%)
Material Adverse Fund Event 3:	[Not applicable] [Applicable][Volatility Threshold: [10/[•]] per cent. ([10/[•]]%)
Material Adverse Fund Event 4:	[Not applicable] [Applicable][AUM Threshold: [•]]
Material Adverse Fund Event 5:	[Not applicable] [Applicable][Volatility Threshold: [10/[•]] per cent. ([10/[•]]%) [Volatility Percentage: [15/[•]] per cent. ([15/[•]]%) [Volatility Reference Asset:[•]]
Settlement Amount (Crystallisation Event)	[•]
Dividend Amount Provisions	[Not applicable] [Applicable]
Extraordinary Dividend – Non-Potential Adjustment Event	[Not applicable] [Applicable]

Annex to the Issue Specific Terms

Table 1

[WKN] [ISIN] [Valor] [Common Code] <i>[additional Securities Identification Number: ●]</i>	[Underlying]	[Multiplier] [Strike] [Initial Reference Price] [Reference Price] [[Nominal][Calculation Amount]in the Base Currency] [[Nominal][Calculation Amount] in the Reference Currency] [Base Currency]	[Bonus Amount] [Bonus Level] [Cap] [Maximum Amount] [Reverse Level]	[Barrier] [Observation Period] [Buffer Level]	[Minimum Amount] [Participation Factor] [Downside Participation Factor] [Upside Participation Factor] [Final Settlement Factor] [Final Settlement Level]	[Coupon] [Reference Rate] [Coupon Amount] [Coupon Observation Date] [Coupon Payment Date(s)] [Coupon Cessation Date] [Coupon Trigger Level]	[Entry Level (i)] [Entry Level Observation Date (t)] [Entry Level Observation Period] [Final Instalment Amount]	[Upper Barrier] [Weighting Factor] [Margin] [Reference Rate Screen Page]	[Currency Conversion] [Exchange Rate] [Exchange Rate Sponsor]	[Final Valuation Date] [Valuation Date] [Exercise Period]
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V. FORM OF ISSUE SPECIFIC TERMS

		[Reference Currency] [Settlement Currency]			[Settle- ment Fac- tor] [Settle- ment Level]					
[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]	[●]

Table 2

[Name of Share(s)] [Name of Depository Receipt] [Name of Share of an Exchange Traded Fund] [Name of Index(ices)] [Currency Pair(s)] [Name of Commodity(ies)] [Name of Futures Contract(s)] [Interest Rate] [Name of Fund(s)]	[ISIN] [Bloomberg Code(s)] [Reuters Code] [[Relevant] Screen Page]	[Share Issuer] [Index Sponsor] [Commodity Index Sponsor] [Reference Fund] [Exchange(s)] [Trading Facility(ies)] [Fixing Price Sponsor] [Calculation Hours]	[Base Currency] [Reference Currency]	[Commodity Reference Price(s)] [Unit(s)] [Price Source / Relevant Screen Page(s)] [Name of Commodity Index]	[Margin] [Relevant Time] [Delivery Date(s)] [Relevant Financial Centre] [Initial Reference Price]
[●]	[●]	[●]	[●]	[●]	[●]

XII. SELLING RESTRICTIONS

Save for the approval of the Base Prospectus by the Competent Authority, and the notification of such approval to the competent authorities of Austria, Ireland, Liechtenstein, Luxembourg, The Netherlands and Norway, no action has been or will be taken by the Issuer or the Guarantor that would permit a public offering of the Securities or possession or distribution of any offering material in relation to the Securities in any jurisdiction where action for that purpose is required. No offers or sales of any Securities, or distribution of any offering material relating to the Securities, may be made in or from any jurisdiction except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligation on the Issuer or the Guarantor.

The United States

No Sales to United States Persons. Neither the Securities nor the Guarantee in respect of the Issuer's obligations in relation to the Securities has been or will be registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"), and neither the Securities nor the Guarantee may be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, as defined in Regulation S under the Securities Act, except in certain transactions exempt from or not subject to the registration requirements of the Securities Act.

Trading in the Securities has not been and will not be approved by the U.S. Securities and Exchange Commission (the "**SEC**"), any state securities commission in the United States, an exchange or board of trade or otherwise by the United States Commodity Futures Trading Commission (the "**CFTC**") under the Commodity Exchange Act, nor has the SEC, any state securities commission, exchange or board of trade or the CFTC passed upon the accuracy or the adequacy of the Base Prospectus. Any representation to the contrary is a criminal offence in the United States. The Base Prospectus may not be used in the United States and may not be delivered in the United States or to a U.S. person.

The Securities will not be directly or indirectly offered, sold, traded or delivered within the United States or to or for the account or benefit of U.S. persons (as defined in Regulation S under the Securities Act).

Each dealer is required to agree that it will not offer or sell the Securities, (i) as part of their distribution at any time; or (ii) otherwise until 40 days after the completion of the distribution of the Series of which such Securities are a part, as determined and certified to the Issuer by the dealer (or, in the case of a Series of Securities sold to or through more than one dealer, by each of such dealers as to Securities of such Series purchased by or through it, in which case such Issuer shall notify each such dealer when all such dealers have so certified), within the United States or to, or for the account or benefit of, U.S. persons. Accordingly, each dealer is required to represent and agree that it, its affiliates and any person acting on its or their behalf have not engaged, and will not engage, in any "directed selling efforts" as defined in Regulation S with respect to the Securities and it and they have complied, and will comply, with the "offering restrictions" requirements under Regulation S. Each dealer is obliged to send to each dealer to which it sells Securities during the distribution compliance period a confirmation or other notice

setting forth the restrictions on offers and sales of the Securities in the United States or to, or for the account or benefit of, U.S. persons.

The term "**United States**" as used herein means the United States of America, its territories or possessions, any state of the United States, the District of Columbia or any other enclave of the United States government, its agencies or instrumentalities. The term "**U.S. person**" as used herein means any person who is a U.S. person as defined in Regulation S under the Securities Act.

Unless otherwise specified in the Final Terms relating to a Security the purchaser (or transferee) and each person directing such purchase (or transfer) on behalf of such holder will represent, or will be deemed to have represented and warranted, on each day from the date on which the purchaser (or transferee) acquires the Securities through and including the date on which the purchaser (or transferee) disposes of its interest in the Securities, that the funds that the purchaser (or transferee) is using to acquire the Securities are not the assets (i) of an "employee benefit plan" (as defined in Section 3(3) of Title I of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) that is subject to the fiduciary responsibility provisions of ERISA, (ii) a "plan" that is subject to Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**"), (iii) any entity whose underlying assets include "plan assets" by reason of any such employee plan's or plan's investment in the entity, or (iv) a governmental, church, non-U.S. or other plan that is subject to any law or regulation that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.

Transfer Restrictions

Each purchaser of any Security, or interest therein, offered and sold in reliance on Regulation S will be deemed to have represented and agreed as follows (terms used in this paragraph that are defined in Regulation S are used herein as defined therein):

- (a) the purchaser (i) is, and the person (if any) for whose account it is acquiring such Security is, outside the United States and is not a U.S. person, and (ii) is acquiring the offered Securities in an offshore transaction meeting the requirements of Regulation S;
- (b) the purchaser is aware that the Securities have not been and will not be registered under the Securities Act and that the Securities are being distributed and offered outside the United States in reliance on Regulation S;
- (c) by its purchase of the Securities, on each day from the date on which the purchaser acquires the Securities through and including the date on which the purchaser disposes of its interest in the Securities, the funds that the purchaser is using to acquire the securities are not the assets of an "employee benefit plan" (as defined in Section 3(3) of Title I of ERISA) that is subject to the fiduciary responsibility provisions of ERISA, a "plan" that is subject to Section 4975 of the Code, any entity whose underlying assets include "plan assets" by reason of any such employee plan's or plan's investment in the entity, or a governmental, church, non-U.S. or other plan that is subject to any law or regulation that is substantially similar to the provisions of Section 406 of ERISA or Section 4975 of the Code;
- (d) the purchaser acknowledges that the Issuer, the dealer(s), their affiliates and others will rely upon the truth and accuracy of the foregoing representations and agreements; and

- (e) the purchaser understands that such Security will bear legends substantially in the form set forth in capital letters below.

Each Security offered and sold in reliance on Regulation S will bear legends to the following effect, in addition to such other legends as may be necessary or appropriate, unless the Issuer determines otherwise in compliance with applicable law:

"THE SECURITIES EVIDENCED HEREBY AND THE GUARANTEE IN RESPECT THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED IN THE UNITED STATES OR TO U.S. PERSONS (AS THOSE TERMS ARE DEFINED IN REGULATION S UNDER THE SECURITIES ACT) EXCEPT PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF, OR IN A TRANSACTION NOT SUBJECT TO, THE SECURITIES ACT AND IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES OR ANY OTHER JURISDICTION.

BY ITS PURCHASE OF THE SECURITIES, THE PURCHASER (OR TRANSFEREE) AND EACH PERSON DIRECTING SUCH PURCHASE (OR TRANSFER) ON BEHALF OF SUCH HOLDER WILL REPRESENT, OR WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED, ON EACH DAY FROM THE DATE ON WHICH THE PURCHASER (OR TRANSFEREE) ACQUIRES THE SECURITIES THROUGH AND INCLUDING THE DATE ON WHICH THE PURCHASER (OR TRANSFEREE) DISPOSES OF ITS INTEREST IN THE SECURITIES, THAT THE FUNDS THAT THE PURCHASER (OR TRANSFEREE) IS USING TO ACQUIRE THE SECURITIES ARE NOT THE ASSETS OF AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF ERISA, A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY, OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN THAT IS SUBJECT TO ANY LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE."

Public Offer Selling Restrictions under the Prospectus Regulation

In relation to each Member State of the European Economic Area, any person offering the Securities (the "**Offeror**") has represented and agreed that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in a Member State except that it may make an offer of such Securities to the public in a Member State:

- (a) if the Final Terms in relation to the Securities specify that an offer of those Securities may be made other than pursuant to Article 1 (4) of the Prospectus Regulation in that

Member State (a "**Non-exempt Offer**"), following the date of publication of the Base Prospectus in relation to such Securities which has been approved by the competent authority in that Member State or, where appropriate, approved in another Member State and notified to the competent authority in that Member State, provided that the Base Prospectus has subsequently been completed by the Final Terms contemplating such Non-exempt Offer in accordance with the Prospectus Regulation, in the period beginning and ending on the dates specified in the Base 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 Regulation;
- (c) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Regulation) subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Issuer for any such offer; or
- (d) at any time in any other circumstances falling within Article 1 (4) of the Prospectus Regulation,

provided that no such offer referred to in (b) to (d) above shall require the Issuer or the Offeror to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

For the purposes of this provision, the expression "**offer of the Securities to the public**", in relation to any Securities in any Member State means the communication in any form and by any means of sufficient information about the conditions of the offer and the Securities to be offered to enable an investor to decide whether to purchase or subscribe the Securities and the expression "**Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended.

Public Offer Selling Restrictions under the UK Prospectus Regulation

In relation to the United Kingdom, any person offering the Securities (the "**Offeror**") has represented and agreed that it has not made and will not make an offer of Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to the public in the United Kingdom except that it may make an offer of such Securities to the public in the United Kingdom:

- (a) at any time to any legal entity which is a qualified investor as defined in Article 2 of the UK Prospectus Regulation;
- (b) at any time to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2 of the UK Prospectus Regulation) in the United Kingdom subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within section 86 of the Financial Services and Markets Act 2000 ("**FSMA**"),

provided that no such offer of Securities referred to in (a) to (c) above shall require the Issuer or the Offeror to publish a prospectus pursuant to section 85 of the FSMA or supplement a prospectus pursuant to Article 23 of the UK Prospectus Regulation.

For the purposes of this provision, the expression an "**offer of the Securities to the public**" in relation to any Securities means the communication in any form and by any means of sufficient information about the conditions of the offer and the Securities to be offered to enable an investor to decide whether to purchase or subscribe the Securities and the expression "**UK Prospectus Regulation**" means Regulation (EU) 2017/1129, as amended, and as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 and regulations made thereunder.

Selling Restrictions Addressing Additional United Kingdom Securities Laws

Any offeror of Securities will be required to represent and agree that:

- (a) in relation to any Securities which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Securities other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Securities would otherwise constitute a contravention of section 19 of the FSMA by the relevant Issuer;
- (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 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 it was not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA and the Financial Conduct Authority Handbook with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom.

Argentina

The offering of the Securities has not been registered with the Argentine Securities and Exchange Commission (Comisión Nacional de Valores, or the "CNV"). The CNV has neither approved nor disapproved the Securities, nor has the CNV passed upon or endorsed the merits of any offering or the accuracy or adequacy of the Base Prospectus. As a result, the Securities may not be publicly offered or sold within Argentina (within the meaning of Sections 2 and 82 of Argentine Capital Markets Law No. 26,831 and any rule or regulation to be issued by the CNV in the future), and, accordingly, any transaction involving the Securities within Argentina must be done in a manner that does not constitute a public offering or a public distribution of the Securities under Argentine laws (within the meaning of Sections 2 and 82 of Argentine Capital Markets Law No. 26,831). The Base Prospectus does not constitute an offer to sell any of the Securities referred to therein to any prospective purchaser of the Securities in Argentina, nor do

they constitute a solicitation of any prospective purchaser of the Securities in Argentina of an offer to buy any of the Securities referred to therein, under circumstances in which such offer or solicitation (as applicable) would be unlawful.

Austria

For selling restrictions in respect of Austria, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

The Bahamas

The Securities may not be offered or sold in or from within The Bahamas unless the offer or sale is made by a person appropriately licensed or registered to conduct securities business in or from within The Bahamas.

The Securities may not be offered or sold to persons or entities designated or deemed resident in The Bahamas pursuant to the Exchange Control Regulations, 1956 of The Bahamas unless the prior approval of the Central Bank of The Bahamas is obtained.

No offer or sale of the Securities may be made in The Bahamas unless a preliminary prospectus and a prospectus have been filed with the Securities Commission of The Bahamas and the Securities Commission of The Bahamas has issued a receipt for each document, unless such offering is exempted pursuant to the Securities Industry Act, 2011 and the Securities Industry Regulations, 2012. The Base Prospectus has not been registered with the Securities Commission of The Bahamas, nor have any applications been made to exempt such offer from the filing of a prospectus with the Securities Commission of The Bahamas under the Securities Industry Act, 2011. No offer or sale of any Securities of the Issuer can be made in The Bahamas unless the offer of the Securities is made by or through a firm which is registered with the Securities Commission of The Bahamas to engage in the business of dealing in securities in The Bahamas and in compliance with Bahamian Exchange Control Regulations.

Bahrain

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Base Prospectus together with any Final Terms or any other related documents or material and the Securities that shall be offered pursuant to the Base Prospectus have not been approved or licensed by the Central Bank of Bahrain ("**CBB**"), the Bahrain Bourse, the Ministry of Industry and Commerce ("**MOIC**") or any other relevant licensing authorities in Bahrain. The CBB, the Bahrain Bourse and the MOIC of Bahrain takes no responsibility for the accuracy of the statements and information contained in the Base Prospectus together with any Final Terms or any other related documents or material or the performance of the Securities, nor shall they have any liability to any person, investor or otherwise for any loss or damage resulting from reliance on any statements or information contained in the Base Prospectus together with any Final Terms or any other related documents or material herein. Each Dealer has represented and/or agreed (as applicable), and each further Dealer appointed under the Programme will be required to represent and/or agree (as applicable), that it has not offered or sold, and will not offer or sell, any Securities, and the Base Prospectus together with any Final Terms or any other related documents or material is only intended for

"Accredited Investors" as defined by the CBB and the Securities offered by way of private placement may only be offered in minimum subscriptions of U.S.\$100,000 (or equivalent in other currencies). Each Dealer and each further Dealer appointed under the Programme will not make any invitation to the public in Bahrain to subscribe to the Securities and the Base Prospectus together with any Final Terms or any other related documents or material will not be issued to, passed to, or made available to the public generally in Bahrain. The CBB has not reviewed, nor has it approved this document or the marketing thereof in Bahrain. The CBB is not and will not be responsible for the performance of the Securities.

"Accredited Investors" are defined as investors meeting the following criteria:

- (a) individuals who have a minimum net worth (or joint net worth with their spouse) of U.S.\$1,000,000 (one million United States Dollars) excluding that person's principal place of residence;
- (b) companies, partnerships, trusts or other commercial undertakings, which have financial assets available for investment of not less than U.S.\$1,000,000 (one million United States Dollars); or
- (c) governments, supranational organisations, central banks or other national monetary authorities, and state organisations whose main activity is to invest in financial instruments (such as state pension funds).

Individuals and commercial undertakings may elect in writing to be treated as accredited investors subject to meeting at least 2 (two) of the following conditions:

- (a) the investor has carried out trading/investing transactions, in significant size (i.e. value of transactions aggregating U.S.\$200,000 (two hundred thousand United States Dollars)) over the last twelve (12) month period;
- (b) the size of the investor's financial assets portfolio including cash deposits and financial instruments is U.S.\$500,000 (five hundred thousand United States Dollars) or more; and/or
- (c) the investor works or has worked in the financial sector for at least 1 (one) year in a professional position, which requires knowledge of the transactions or services envisaged (i.e. the position was professional in nature and held in a field that allowed the client to acquire knowledge of transactions or services that have comparable features and a comparable level of complexity to the transactions or services envisaged).

Belgium

To the extent applicable, the Issuer undertakes to comply with Book VI of the Belgian Code of Economic Law in respect of the Securities offered to the public in Belgium. For this purpose, a public offer has the meaning set forth in Article 3 of the Belgian Act of 16 June 2006 on the public offer of investment instruments and the admission to trading of investment instruments on a regulated market.

For selling restrictions in respect of Belgium, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

In addition, any offeror of Securities will be required to represent and agree that it will not offer for sale, sell or market Securities to any person qualifying as a consumer within the meaning of Article I.1.2 of the Belgian Code of Economic Law, as amended from time to time, unless such offer, sale or marketing is made in compliance with this Code and its implementing regulation.

Brazil

The Securities may not be offered or sold to the general public in Brazil, except for professional investors (as defined in CVM Resolution No. 30 of 11 May 2021, as amended) or in circumstances that do not constitute a public offering or unauthorised distribution of securities in Brazil or an undue solicitation of investors under Brazilian laws and regulations. Accordingly, the Securities have not been and will not be registered with the Brazilian Securities and Exchange Commission (*Comissão de Valores Mobiliários*), nor have they been submitted to the foregoing agency for approval. Documents relating to the Securities, as well as the information contained therein, may not be supplied to the general public in Brazil, as the offering of Securities is not a public offering of securities in Brazil, nor used in connection with any offer for subscription or sale of securities to the general public in Brazil, with the exception of offerings directed to professional investors. A seller of the Securities may be asked by the purchaser to comply with procedural requirements to evidence previous title to the Securities and may be subject to Brazilian tax on capital gains which may be withheld from the sale price. Persons wishing to offer or acquire the Securities within Brazil should consult with their own counsel as to the applicability of these registration requirements or any exemption therefrom.

British Virgin Islands ("BVI")

The Base Prospectus and any related Final Terms is not an offer to sell, or a solicitation or invitation to make offers to purchase or subscribe for, the Securities or any other securities or investment business services in the BVI. The Base Prospectus and any related Final Terms may not be sent or distributed to persons in the BVI and the Securities are not available to, and no invitation or offer to subscribe, purchase or otherwise acquire the Securities will be made to, persons in the BVI. However, the Securities may be offered and sold to business companies incorporated in the BVI and international limited partnerships formed in the BVI, provided that any such offering and sale is made outside the BVI or is otherwise permitted by BVI legislation.

Although not currently in force, it is possible that Part II of the Securities and Investment Business Act, 2010 of the BVI ("**SIBA**") will be brought into force and become law in the BVI in the near future. Upon Part II of SIBA coming into force, the Securities may not, and will not, be offered to the public or to any person in the BVI for purchase or subscription by or on behalf of the Issuer. The Securities may continue to be offered to business companies incorporated in the BVI and international limited partnerships formed in the BVI, but only where the offer will be made to, and received by, the relevant company or limited partnership outside of the BVI. Once Part II of SIBA comes into force, the Securities may also be offered to persons located in the BVI who are "qualified investors" for the purposes of SIBA.

The Base Prospectus has not been reviewed or approved by, or registered with, the Financial Services Commission of the BVI and will not be so registered upon Part II of SIBA coming into force.

Bulgaria

For selling restrictions in respect of Bulgaria, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

In addition to the exemptions under Article 1(4) of the Prospectus Regulation, if the Final Terms in respect of any Securities specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", an offer of those Securities may be made to the public in Bulgaria if:

- (a) at any time the total consideration of each offer of Securities to the public is less than the monetary amount of EUR 3,000,000 calculated over a period of 12 months, where admission is requested to trading on a multilateral trading facility as defined in point (22) of Article 4(1) of Directive 2014/65/EU ("MTF"), or
- (b) at any time the total consideration of each offer of Securities to the public is less than the monetary amount of EUR 3,000,000 calculated over a period of 12 months, where admission to trading on a regulated market or an MTF is not requested, subject to the publication of a document for public offering. Local regulator (the Financial Supervision Commission) may require amendments to the document.

provided that no such offer of Securities referred to in (a) to (b) above shall require the Issuer or any Dealer of offeror to publish a prospectus pursuant to Article 3 of the Prospectus Regulation, or supplement a prospectus pursuant to Article 23 of the Prospectus Regulation.

Chile

The Issuer and the Securities have not been, and will not be, registered with the Chilean Commission for the Financial Market (*Comisión para el Mercado Financiero*, "CMF") pursuant to Law No. 18.045 (*Ley de Mercado de Valores*, "Securities Market Act"), as amended, of the Republic of Chile and, accordingly, no person shall offer or sell the Securities within Chile or to, or for the account or benefit of, persons in Chile except in circumstances which have not resulted and will not result in a public offering and/or in the conduct of intermediation (*funciones de intermediación*) within the meaning of Chilean law.

The offer of any Securities pursuant to the Base Prospectus begins on the date of issuance of the relevant Final Terms. Any such offer of Securities in Chile will be subject to General Rule N°. 336 of the CMF. Since the Securities to which an offer relates have not been registered in the Foreign Securities Registry of the CMF, they are not subject to the supervision of such entity. As any offer of Securities pursuant to the Base Prospectus does not relate to registered securities, there is no obligation on the Issuer of the Securities to deliver in Chile public information regarding the Securities. The Securities may not be publicly offered in Chile as long as they are not registered in the corresponding Securities Registry.

The above paragraph has to be reproduced in Spanish in order to comply with the General Rule N°. 336. Therefore, the following paragraph is only a translation into Spanish of this paragraph's disclaimers and does not contain any additional statement.

Colombia

The Base Prospectus, together with the Final Terms for each issue of Securities, is for the sole and exclusive use of the addressee as a determined individual/entity, and cannot be understood as addressed or be used by any third party, including but not limited to third parties for which the addressee can legally or contractually represent, nor any of its shareholders, administrators or by any of the employees of the addressee. Any material to be delivered in Colombia or to any person located, domiciled or established in Colombia, shall be for the sole and exclusive use of the recipient.

The Base Prospectus, together with the Final Terms for each issue of Securities, has not been and will not be filed with or approved by the Colombian Financial Superintendency or any other regulatory authority in Colombia.

The issuance of the Securities, its trading and payment shall occur outside Colombia; therefore the Securities have not been and will not be registered before the Colombian National Registry of Issuers and Securities ("RNVE" by its Spanish acronym), have not been approved or otherwise reviewed by the Colombian Financial Superintendency and have not and will not be listed nor approved by the Colombian Stock Exchange or any other trading system registered and approved in Colombia. The delivery of the Base Prospectus or the Final Terms for each issue of Securities does not constitute and is not intended to constitute a public offer of securities under the laws of Colombia. The Base Prospectus, together with the Final Terms for each issue of Securities, does not constitute and may not be used for, or in connection with, a public offering as defined under Colombian law and shall be valid in Colombia only to the extent permitted by Colombian law. Under Colombian regulations, any offering addressed to 100 or more named individuals or companies shall be deemed to be an offering to the public requiring the prior approval of the Colombian Financial Superintendency and listing on the Colombian National Registry of Issuers and Securities.

The Securities may not be solicited, publicly offered, transferred, sold or delivered, whether directly or indirectly, to any individual or legal entity in Colombia.

The information contained in the Base Prospectus or the Final Terms is provided for illustrative purposes only and no representation or warranty is made as to the accuracy or completeness of the information contained herein by any Colombian authority or entity. The addressee acknowledges the Colombian laws and regulations (including but not limited to foreign exchange and tax regulations) applicable to any transaction or investment made in connection with the Base Prospectus or the Final Terms for each issue of Securities and acknowledges and represents that it is the sole responsible party for full compliance with any such laws and regulations. Additionally, Colombian investors are solely liable for conducting an investment suitability analysis as per their applicable investment regime.

The Addressee also represents that investment in foreign securities is a permitted investment for it under their corporate bylaws and/or particular investment regime that may be applicable.

Costa Rica

Any offer of Securities under the Base Prospectus will be an individual and private offer which is made in Costa Rica upon reliance on an exemption from registration before the General Superintendence of Securities ("**SUGEVAL**"), pursuant to articles 6 and 7 of the Regulations on the Public Offering of Securities (Reglamento sobre Oferta Pública de Valores).

This offering is NOT a public offering of securities in Costa Rica.

The product being offered is not intended for the Costa Rican public or market and neither is it registered or will be registered before the SUGEVAL, nor can it be traded in the secondary market.

Croatia

For selling restrictions in respect of Croatia, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

The Base Prospectus has not been, and no prospectus in relation to the Programme or an offer of Securities hereunder has been or will be approved by the Croatian Financial Services Supervisory Authority (Hrvatska agencija za nadzor financijskih usluga) and/or published pursuant to the Croatian Capital Market Act (Zakon o tržištu kapitala, Official Gazette No 65/2018, as amended from time to time; the "**ZTK**").

No action has been taken that would constitute a public offering of the Securities or distribution of any offering material in relation to the Securities in Croatia. Each Dealer has represented and agreed, and each further Dealer appointed under this Programme will be required to represent and agree, that it will offer or distribute the Securities in Croatia only in compliance with the terms of the ZTK and all other laws and regulations applicable to the offer and sale of the Securities in Croatia as amended from time to time.

Czech Republic

For selling restrictions in respect of the Czech Republic, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

"Qualified investors" for the purpose of a Czech offering are (a) persons specified in Article 2a paragraph 1 and 2 of Act No. 256/2004 Coll., on Capital Markets Undertakings, as amended (the "**Czech Capital Markets Act**") and/or (b) persons who are considered as professional customers under Article 2b of the Czech Capital Markets Act, to the extent of trading or investment instruments relating to the offered securities.

The monetary amount relevant for the exemption from the obligation to publish a prospectus under Article 1(4)(c) and 1(4)(d) of the Prospectus Regulation is determined by the applicable governmental regulations, as amended and/or replaced from time to time.

Denmark

The Base Prospectus has not been filed with or approved by the Danish Financial Supervisory Authority or any other regulatory authority in the Kingdom of Denmark. The Securities have not been offered or sold and may not be offered, sold or delivered directly or indirectly in Denmark, unless in compliance with Chapter 3 of the Danish Capital Markets Act and executive orders issued pursuant thereto as amended from time to time.

Dominican Republic

The issuance, circulation and offering of the Securities has a strictly private character according to the laws of the Dominican Republic, falling beyond the scope of articles 1 numeral (31), 46 et al of Law 249-17 dated 19 December 2017, as amended. Since no governmental authorisations are required in this issuance, circulation and offering, the Securities under the Base Prospectus have not been and will not be registered with the Superintendency of the Stock Market of the Dominican Republic (*Superintendencia del Mercado de Valores de la República Dominicana*) nor disclosure of relevant information requirements established in the aforementioned regulation shall be complied with, considering that and Securities will only be circulated, offered and sold in the Dominican Republic in a private manner based on the criteria established under Dominican laws and regulations.

Dubai International Financial Centre

The Base Prospectus relates to an Exempt Offer in accordance with the Markets Rules of the Dubai Financial Services Authority (the "DFSA") Rulebook as amended, issued for the purposes of DIFC Law No. 1 of 2012 ("DIFC Markets Rules").

The Base Prospectus is intended for distribution only to Professional Clients (as defined in the DIFC Markets Rules) who are not natural persons. It must not be delivered to, or relied on by, any other person.

The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved the Base Prospectus nor taken steps to verify the information set out in it, and has no responsibility for it.

The Securities to which the Base Prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Securities offered should conduct their own due diligence on the Securities.

If you do not understand the contents of the Base Prospectus you should consult an authorized financial adviser.

Ecuador

The Securities and the Base Prospectus (and any related Final Terms) have not been, and will not be, registered with or approved by the Superintendence of Companies, Securities and Insurance ("SCVS") of Ecuador in accordance with the Securities Market Act (Book II of the Organic Monetary and Financial Code) (as amended to date, the "Ecuadorian Securities Law").

The issuance of the Securities, its trading and payment shall occur outside Ecuador; the Securities have not been, and will not be, registered in the Public Registry of the Ecuadorian Securities Market or in any Ecuadorian Stock Exchange. Therefore, the Base Prospectus or the Final Terms does not constitute, and may not be construed as, a public offering within the meaning of the Ecuadorian Securities Law.

The Securities may not be publicly offered, promoted or sold in Ecuador.

El Salvador

The Base Prospectus has been provided to the recipient under the recipient's express request and instructions, and on a private placement basis.

Finland

For selling restrictions in respect of Finland, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

The Base Prospectus has not been filed with or approved by the Finnish Financial Supervisory Authority. The Securities may only be offered or sold in compliance with all applicable provisions of the laws of Finland and especially in compliance with the Finnish Securities Market Act (*arvopaperimarkkinalaki* (746/2012), as amended) and any regulation or rule made thereunder, as supplemented and amended from time to time.

Each of the Dealers and the Issuer have represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not distributed or caused to be distributed and will not distribute or cause to be distributed in Finland, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Securities other than to investors to whom offers and sales of Securities may be made.

France

The Base Prospectus has not been approved by the *Autorité des marchés financiers* ("AMF").

Each of the Dealers and the Issuer have represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) *Offer to the public non exempted from the obligation to publish a prospectus in France*: it has only made and will only make an offer of Securities to the public non exempted from the obligation to publish a prospectus (*offre au public non dispensée de la publication d'un prospectus*) in France or an admission of Securities to trading on a regulated market in France in the period beginning (i) when a prospectus in relation to those Securities has been approved by the AMF on the date of its publication, or (ii) when a prospectus in relation to those Securities has been approved by the competent authority of another member state of the European Economic Area, on the date of notification of such approval to the AMF in accordance with Article 25 of the Prospectus Regulation, and ending at the latest on the date which is 12 months after the date of approval of the prospectus, all in accordance with Articles 3 and 12 of the Prospectus Regulation, Articles L. 412-1 and L. 621-8 of the French financial and monetary code (*Code monétaire et financier*) and the provisions of the *Règlement général* of the AMF ("RG AMF") and when formalities

required by French laws and regulations have been carried out; or

- (b) *Offer to the public exempted from the obligation to publish a prospectus (Private placement) in France*: it has only made and will only make an offer of Securities in France only in circumstances that do constitute an offer to the public exempted from the obligation to publish a prospectus pursuant to Articles L.411-2 and L.411-2-1 of the French financial and monetary code (*Code monétaire et financier*) and more particularly to (a) a restricted circle of investors (*cercle restreint d'investisseurs*), other than qualified investors, provided that such investors are acting for their own account; in accordance with Articles L. 411-2 1° and D.411-4 of the French financial and monetary code (*Code monétaire et financier*) and/or (b) qualified investors (*investisseurs qualifiés*) as defined in and in accordance with Articles L. 411-2 1° of the French financial and monetary code (*Code monétaire et financier*) and Article 2(e) of the Prospectus Regulation and/or (c) investors who acquire Securities for a total consideration of at least EUR 100,000 (or its equivalent in another currency) per investor, for each separate offer in accordance with Article L. 411-2-1 2° of the French financial and monetary code (*Code monétaire et financier*) and Article 211-2 II of the RG AMF and/or (d) Securities whose nominal amount or equivalent amounts is at least EUR 100,000 (or its equivalent in another currency) in accordance with Article L. 411-2-1 3° of the French financial and monetary code (*Code monétaire et financier*) and Article 211-2 III of the RG AMF.

The direct or indirect resale of Securities which have been acquired with respect to an offer to the public shall be subject to the same restrictions and shall only be made in accordance with Articles L. 412-1, L. 621-8, L.411-2 and 411-2-1 of the French financial and monetary code (*Code monétaire et financier*).

In addition, each of the Dealers and the relevant Issuer have represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not distributed or caused to be distributed and will not distribute or cause to be distributed in France, the Base Prospectus, the relevant Final Terms or any other offering material relating to the Securities other than to investors to whom offers and sales of Securities in France may be made as described above.

Germany

For selling restrictions in respect of Germany, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

Greece

For selling restrictions in respect of Greece, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

Under the Greek laws implementing the Prospectus Regulation (as amended and in force) the following are provided:

- (a) The publication of a prospectus is not required, according to the specific provisions of the Prospectus Regulation, in case of public offers of securities with a total consideration in

the European Union lower than Euro five million (€5,000,000), calculated over a period of twelve (12) months.

- (b) The publication of an information circular (in accordance with the directions, circulars and decisions issued by the Hellenic Capital Market Commission) is required in connection with public offers of securities with a total consideration ranging from Euro five hundred thousand (€500,000) to five million (€5,000,000) calculated over a period of twelve (12) months. Exceptionally, the publication of the information circular is not needed provided that the conditions of Regulation (EU) 2020/1503, regarding public offers of securities from an authorized European crowdfunding service provider, are met.

The Base Prospectus (and/or any supplement and/or relevant Final Terms thereto) has not been approved by the Hellenic Capital Market Commission and no approval has been sought or obtained from the Hellenic Capital Market Commission for the offer, distribution and marketing or sale of the Securities in Greece.

Any offer or sale of Securities as per the present may only be made if in compliance with all applicable requirements and provisions of the laws of Greece, as supplemented and amended from time to time, with any applicable European or international legislation and with any relevant applicable regulation or rule or instruction or guideline (including but not limited to the Hellenic Capital Market Commission's instructions, decisions and guidelines), as each time in force. Similarly, any related advertisement, notification or other declaration or announcement is subject to the abovementioned framework.

Neither the Base Prospectus nor any other document connected therewith may be distributed, passed on or disclosed to any person in Greece, unless it has been approved by the competent authority and published pursuant to the Prospectus Regulation and validly passported to Greece.

Gibraltar

The Issuer and each Manager has represented and agreed and each further Manager appointed under the Programme and each Distributor appointed to distribute any specific Tranches of Securities in Gibraltar will be required to represent and agree that it has not made and will not make an offer of the Securities which are the subject of the offering contemplated by the Base Prospectus to the public in Gibraltar other than at any time:

- to any legal entity which is a qualified investor as defined in the Gibraltar Prospectus Regulation;
- to fewer than 150 natural or legal persons (other than qualified investors as defined in the Gibraltar Prospectus Regulation), subject to obtaining the prior consent of the relevant Manager or Managers nominated by the Issuer for any such offer; or
- in any other circumstances falling within Articles 1(3), 1(4) and/or 3(2)(b) of the Gibraltar Prospectus Regulation),

provided that no such offer of Securities shall require the Issuer or any Manager to publish a prospectus pursuant to Article 3 of the Gibraltar Prospectus Regulation or supplement a prospectus pursuant to Article 23 of the Gibraltar Prospectus Regulation.

For the purposes of the provision above, the expression an "**offer of Securities to the public**" in relation to any Securities in Gibraltar means the communication in any form and by means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe for the Securities, and the expression "**Gibraltar Prospectus Regulation**" means Regulation (EU) 2017/1129 (including the delegated and implementing acts adopted under it) as implemented, retained, amended, extended, re-enacted or otherwise given effect in the Gibraltar at the end of the transitional period agreed between the European Union and Gibraltar pursuant to the European Union (Withdrawal) Act 2019 and as amended or supplemented in Gibraltar thereafter.

Other regulatory restrictions: Each Manager has represented and agreed, and each further Manager appointed under this Programme and each Distributor appointed to distribute any specific Tranche of Securities in the United Kingdom will be required to represent and agree, that it has complied and will continue to comply with all provisions applicable to it under the Financial Services Act 2019 of Gibraltar and it will not issue or cause to be issued, make or cause to be made, any investment advertisement or promotion in or from within Gibraltar unless it is authorised and/or approved to do so or is exempted under the relevant provisions of the Financial Services Act 2019.

Hong Kong

No advertisement, invitation or document relating to the Securities may be issued, or may be in the possession of any person for the purpose of issue, (in each case whether in Hong Kong or elsewhere), if such advertisement, invitation or document 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 laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside of Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571, Laws of Hong Kong, the "SFO") and any rules made thereunder. In addition, in respect of Securities which are not a "structured product" as defined in the SFO, the Securities may not be offered or sold by means of any document other than (i) to "professional investors" within the meaning of the SFO and any rules made thereunder; or (ii) in other circumstances which do not result in the document being a "prospectus" within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32, Laws of Hong Kong, the "CO") or which do not constitute an offer to the public within the meaning of the CO.

Unless (a) the Securities are not linked to an Underlying Asset or do not otherwise include a derivative and/or (b) you are an institution or are otherwise an institutional or an eligible corporate professional investor which satisfies requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission for whom an assessment of the suitability of the Securities for you by the selling intermediary is not required under applicable Hong Kong laws, regulations and rules, you should take note of the following warning:

This is a structured product involving derivatives. The investment decision is yours but you should not invest in the Securities unless the intermediary who sells it to you has explained to

you that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

Where the Securities are not linked to any Underlying Asset or do not otherwise include a derivative, if you are not an institution or an institutional or an eligible corporate professional investor which satisfies requirements under the Code of Conduct for Persons Licensed by or Registered with the Securities and Futures Commission for whom an assessment of the suitability of the Securities for you by the selling intermediary is not required under applicable Hong Kong laws, regulations and rules, you should take note of the following warning:

This is an investment product. The investment decision is yours but you should not invest in the Securities unless the intermediary who sells it to you has explained to you that the product is suitable for you having regard to your financial situation, investment experience and investment objectives.

In either case, you should also take note of the following warning:

The contents of this document have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the offer. If you are in any doubt about any of the contents of this document, you should obtain independent professional advice.

None of the Issuer or the Guarantor accepts does not accept any responsibility for any acts or omissions of such intermediary.

Hungary

The Base Prospectus has not been approved by the *Magyar Nemzeti Bank (Hungarian National Bank)*.

In addition to any other general selling restrictions in the Base Prospectus (including, but not limited to restrictions under the headings "Public Offer Selling Restrictions under the Prospectus Regulation' above), the following restrictions also apply to an offer in Hungary of Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the relevant Final Terms (hereinafter an "**Offer**" for the purposes of the selling restrictions applicable in relation to Hungary).

Any Offer of Securities in Hungary is authorized only if all rules specified in the laws and regulation of Hungary and the European Union (especially, but not limited to the Prospectus Regulation and Sections 13 to 51 of the Hungarian Act CXX of 2001 on the Capital Market (the "**Capital Market Act**") Capital Market Act, as amended from time to time) are fully complied with and no further obligations or sanctions arise for any of the Issuer.

Private placement

A placement of such Securities in Hungary that is

- (i) neither an offer of Securities to the public pursuant to the Prospectus Regulation
- (ii) nor the admission of such Securities to trading on a regulated market;

qualifies as a private placement (*zártkörű forgalombahozatal*) in Hungary.

An Offer of Securities in Hungary by way of a private placement is authorized only (and without prejudice to compliance with any other applicable restriction) if all rules specified in Capital Market Act are complied with, which requires, among others,

- in Section 16 of the Capital Market Act, the equal distribution (by the issuer or the dealer) of information to all investors on the material information of the market, economic, financial and legal situation and prospects of the issuer and the information necessary to assess the rights attaching to the underlying instruments (including information raised in personal discussions with investors)
- in Section 17 of the Capital Market Act, that the private placement in Hungary is subsequently notified to the Hungarian National Bank within 15 days of completion by the issuer; and
- in Section 18 of the Capital Market Act, that each and any written document related to the Offer must clearly indicate that the Offer is a private placement.

Additional obligations in respect of exempt offers of securities to the public

An Offer that is falling within any of paragraphs a), b), c), d), e) or j) of Article 1(4) of the Prospectus Regulation is only authorized in Hungary if the rules specified in Section 16 of the Capital Market Act (applicable through Section 21 (1c) of the Capital Market Act and partially summarized above) are fully complied with (without prejudice to compliance with any other applicable restriction).

An Offer that is falling within Article 1(4) or any of paragraphs a) – h) of Article 1(5) of the Prospectus Regulation is only authorized in Hungary if the Issuer agrees and undertakes to duly notify the Hungarian National Bank about the Offer in Hungary subsequently within 15 days of completion (pursuant to Section 17 of the Capital Market Act; applicable through Section 21 (1c) of the Capital Market Act) (without prejudice to compliance with any other applicable restriction).

Registration in a multilateral trading facility

The registration of Securities which are the subject of the offering contemplated by the Base Prospectus as completed by the relevant Final Terms in a multilateral trading facility or the publication of selling and purchase prices is not authorized in Hungary unless in compliance with the Capital Markets Act and other Hungarian laws and regulations as amended from time to time.

Ireland

In addition to the circumstances referred to in the section entitled "Public Offer Selling Restrictions under the Prospectus Regulation", each offeror of Securities will be required to represent, warrant and agree that it has not offered, sold, placed or underwritten and that it 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 Regulation (EU) 2017/1129 (Prospectus Regulation) and any Central Bank of Ireland ("**Central Bank**") rules issued and / or in force pursuant to section 1363 of the Companies Act 2014 (as amended);

- (b) the Companies Act 2014 (as amended);
- (c) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank;
- (d) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the European Union (Market Abuse) Regulations 2016 and any Central Bank rules issued and / or in force pursuant to section 1370 of the Companies Act 2014 (as amended), and will assist the Issuer in complying with its obligations thereunder;
- (e) Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance based investment products (PRIIPs); and
- (f) the Central Bank Acts 1942 to 2018 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989.

Italy

Unless and until the offering of Securities has been registered pursuant to Italian securities legislation, no Securities may be offered, sold or delivered, nor may copies of the Base Prospectus, any final terms or of any other document relating to the Securities be distributed in the Republic of Italy, except:

- (a) to qualified investors (*investitori qualificati*), as defined under Article 100 of the Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**"), as implemented by Article 34-ter, first paragraph, letter b), of CONSOB Regulation No. 11971 of 14 May 1999, as amended ("**CONSOB 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, first paragraph, of CONSOB Regulation No. 11971.

Any offer, sale or delivery of the Securities or distribution of copies of the Base Prospectus, any Final Terms or any other document relating to the Securities in the Republic of Italy under (a) or (b) above must be:

- (i) made by an investment firm, bank or financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with the Financial Services Act, CONSOB Regulation No. 20307 of 15 February 2018 (as amended from time to time) and Legislative Decree No. 385 of 1 September 1993, as amended (the "**Banking Act**");
- (ii) in compliance with Article 129 of the Banking Act, as amended, and the implementing guidelines of the Bank of Italy which came into force on 1 October 2016, as amended from time to time, pursuant to which the Bank of Italy requests periodic information on the issue or the offer of securities in the Republic of Italy to be provided by uploading such information on the Infostat platform of the Bank of Italy; and

- (iii) in compliance with any other applicable laws and regulations or requirement imposed by CONSOB or other Italian authority.

Please note that in accordance with Article 100-bis of the Financial Services Act, where no exemption from the rules on public offerings applies under (i) and (ii) above, the Securities which are initially offered and placed in Italy or abroad to qualified investors only but in the following year are regularly ("sistematicamente") distributed on the secondary market in Italy to non-qualified investors become subject to the public offer and the prospectus requirement rules provided under the Financial Services Act and CONSOB Regulation No. 11971. Failure to comply with such rules may result in the sale of such Securities being declared null and void and in the liability of the intermediary transferring the Securities for any damages suffered by such non-qualified investors.

Japan

The Securities have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Law No. 25 of 1948, as amended, the "FIEA") and, accordingly, each Dealer has agreed and each further Dealer to be appointed under the Programme will be required to 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 (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan), or to others for reoffering or resale, directly or indirectly, in Japan or to any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Jersey

In the case of Securities issued by GSW, no consent of the Jersey Financial Services Commission under Article 8(2) of the Control of Borrowing (Jersey) Order 1958 has been obtained for the circulation in Jersey of any offer for subscription, sale or exchange of any Securities issued by GSW and any such offer must be addressed exclusively to a restricted circle of persons in Jersey. For these purposes an offer is not addressed exclusively to a restricted circle of persons unless (i) the offer is addressed to an identifiable category of persons to whom it is directly communicated by the offeror or the offeror's appointed agent, (ii) the members of that category are the only persons who may accept the offer and they are in possession of sufficient information to be able to make a reasonable evaluation of the offer and (iii) the number of persons in Jersey to whom the offer is so communicated does not exceed fifty.

Liechtenstein

For selling restrictions in respect of Liechtenstein, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

Luxembourg

For selling restrictions in respect of Luxembourg, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

Mexico

The Securities have not been and will not be registered with the Mexican National Securities Registry (*Registro Nacional de Valores*), maintained by the Mexican National Banking and Securities Commission (*Comisión Nacional Bancaria de Valores* (the "CNBV")), and may not be offered or sold publicly in Mexico. The Securities may be sold in Mexico, by any person, including the Issuer, to investors that qualify as institutional and accredited investors in Mexico, pursuant to the private placement exemption set forth in Article 8 of the Mexican Securities Market Law (*Ley del Mercado de Valores*) and regulations thereunder. The Base Prospectus is not required to be reviewed, and has not been submitted for review or reviewed by the CNBV.

Norway

For selling restrictions in respect of Norway, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

In no circumstances may an offer of Securities be made in the Norwegian market without the Securities being registered in the VPS in dematerialised form or in another central securities depository which is properly authorised and recognised by the Financial Authority of Norway (*Nw. Finansilsynet*) as being entitled to register the Securities pursuant to Regulation (EU) No 909/2014, to the extent such Securities shall be registered, according to the Norwegian Central Securities Depositories Act (*Nw. Verdipapirsentralloven, 2019*) and ancillary regulations.

Panama

The Securities have not been and will not be registered with the Superintendence of Capital Markets of the Republic of Panama under Decree law No.1 of July 8, 1999 (as amended to date, the "**Panamanian Securities Act**") and may not be publicly offered or sold within Panama, except in certain limited transactions exempt from the registration requirements of the Panamanian Securities Act. These Securities do not benefit from the tax incentives provided by the Panamanian Securities Act and are not subject to regulation or supervision by the Superintendence of Capital Markets of the Republic of Panama.

Neither the Securities nor the offer, sale or transactions related to the same have been registered with the Superintendence of Capital Markets. The exemption from registration is based on paragraph (3) of Article 129 of the Amended and Restated Text of Law Decree N°1 of July 8, 1999 (institutional investors). Accordingly, the tax treatment set forth in Articles 334 thru 336 of said Amended and Restated Text of Law Decree N°1 of July 8, 1999 is not applicable. The Securities are not subject to the supervision of the Superintendence of Capital Markets.

Institutional investors that purchase the Securities pursuant to the institutional investor exemption must hold the Securities for a year and during that period may only sell these securities to other institutional investors.

Paraguay

The Securities and the information contained in the Base Prospectus have not been and will not be registered with or approved by the Paraguayan Securities Exchange Commission ("CNV" for its meaning in Spanish of *Comisión Nacional de Valores*). Accordingly, the Securities may not

be and will not be publicly offered in or into Paraguay. The Issuer is not registered with the CNV either.

Law No. 5810/2017 on Securities Market and Regulation No. 35/2023 of the CNV establish that any offer to carry out any legal action with regard to securities made to a general audience or to a particular group, personally or via any means of communication, will be deemed to be a public offering of securities. Therefore, any action that would constitute a public offering of the Securities or distribution of any offering materials in relation to the Securities (even if it is done on a private one-on-one basis) is prohibited without previous registration with the CNV. Relevant regulation does not distinguish between activities made on-shore or off-shore. Consequently, the restrictions will apply, and licensing requirements will be triggered whether an offering is made in or into Paraguay.

The offering of notes through the Base Prospectus does not constitute a public offering of Securities or other financial products and services in Paraguay. Each purchaser of the Securities acknowledges that the Securities and financial products to be offered under the Base Prospectus will be issued outside of Paraguay and not publicly offered in or into Paraguay. Each purchaser of the Securities acknowledges that any legal matter arising from any offer of the Securities shall not be submitted to any Paraguayan government authority. Each purchaser of the Securities acknowledges as well that the Paraguayan Deposit Insurance legislation does not cover the products offered hereby or assets or funds allocated for these purposes. The Paraguayan Central Bank, the Paraguayan National Stock Exchange Commission and the Paraguayan Banking Superintendence do not regulate the offering of these products or their undertaking. Each purchaser of the Securities should make his own decision whether this offering meets his investment objectives and risk tolerance level. Each purchaser of notes understands that the Securities that are not registered in the CNV do not enjoy tax benefits in Paraguay, are not negotiable through the local Stock Exchange, are not covered by Paraguayan laws nor supervised by CNV.

Peru

The Securities and the Base Prospectus (and any related Final Terms) have not been registered in Peru under the *Decreto Supremo N° 020-2023-EF: Texto Único Ordenado de la Ley del Mercado de Valores*, as amended (the "**Peruvian Securities Law**") nor have they been approved by the Superintendencia del Mercado de Valores and cannot be offered or sold in Peru except in a private offering under the meaning of the Peruvian Securities Law. The Peruvian Securities Law provides that an offering directed exclusively to "institutional investors" (as defined in the Institutional Investors Market Regulations, as amended) qualifies as a private offering. The Securities acquired by institutional investors in Peru cannot be transferred to a third party, unless such transfer is made to another institutional investor or the Securities have been previously registered with the *Registro Público del Mercado de Valores maintained by the Superintendencia del Mercado de Valores*.

Poland

In addition to provisions applicable to the "Public Offer Selling Restrictions under the Prospectus Regulation" above, the following applies:

With respect to the offer, delivery, advertisement or sale of Securities no approval has been sought or obtained from the Polish Financial Supervision Authority (*Komisja Nadzoru Finansowego*) and the offer, delivery, advertisement or sale of Securities was not notified to the Polish Financial Supervision Authority (*Komisja Nadzoru Finansowego*).

Any offer, delivery, advertisement or sale of the Securities or distribution of copies of the Base Prospectus, any Final Terms or any other document relating to the Securities to the public in Poland must be made in accordance with:

- (a) the Prospectus Regulation;
- (b) the Polish Act on Public Offers and Conditions of Introducing Financial Instruments to Organised Trading and on Public Companies of 29 July 2005 (as amended) ("Act on Public Offers");
- (c) the Polish Act on Trading in Financial Instruments of 29 July 2005 (as amended); and
- (d) any other applicable laws and regulations or requirement imposed by the Polish Financial Supervision Authority (*Komisja Nadzoru Finansowego*) or other Polish authority.

In particular, according to Article 3 Section 1(a) of the Act on Public Offers, an offer of securities to the public referred to in Article 1 Section 4(b) of the Prospectus Regulation, in the case of which the number of persons to whom it is directed together with the number of persons to whom public offers referred to in Article 1 Section 4(b) of Prospectus Regulation were directed, of the same type of securities, carried out over the past 12 months, exceeds 149, requires that an information memorandum referred to in Article 38b of the Polish Act on Public Offers shall be published, which is subject to the Polish Financial Supervision Authority's (*Komisja Nadzoru Finansowego*) approval.

The provision under Article 3 Section 1(a) of the Act on Public Offers is not applicable if the offer is directed solely to the holders of the same type of securities of the same issuer or to entities which were offered the issuer's securities by way of exchanging receivables from the redemption of the previously issued securities of the issuer.

Moreover, according to the Act on Public Offers, advertisements of an offer of securities to the public referred to in Article 1 Section 4(b) of the Prospectus Regulation may only be disseminated to less than 150 persons in the territory of one Member State and cannot be made available to an unknown recipient.

If, pursuant to the provisions of the Prospectus Regulation, it is not required to make the prospectus available, the advertisements should be consistent with the information included in the information memorandum or any other document required under the Act on Public Offers or the Prospectus Regulation, made available to the public, or with information which should be included in the memorandum or in the document pursuant to the provisions of the Act on Public Offers, the Prospectus Regulation and delegated and implementing acts issued on the basis thereof, if the information memorandum or such document have not yet been made available to the public, and they cannot mislead investors in respect of the issuer's situation and the assessment of the securities.

Portugal

The Securities may only be offered in Portugal in compliance with the provisions of the Portuguese Securities Code (*Código dos Valores Mobiliários*, approved by the Decree-Law 486/99, of November 13, as amended) and other laws and regulations applicable to the offer and sale of the Securities in Portugal. The Base Prospectus has not been verified by the Portuguese Securities Exchange Commission (*Comissão do Mercado de Valores Mobiliários*, or the "CMVM") and the Securities are not registered therewith for public offer in Portugal. The recipients of the Base Prospectus and other offering materials in respect of the Securities are professional investors, targeted exclusively on the basis of a private placement, all as defined in and in accordance with articles 30, 109 and 110 of the Portuguese Securities Code. Accordingly, the Securities must not be, and are not being, offered or advertised, and no offering or marketing materials relating to the Securities may be made available or distributed in any way that would constitute a public offer under the Portuguese Securities Code (whether at present or in the future).

Romania

The Base Prospectus has not been subject to the approval of the Romanian Financial Supervisory Authority ("ASF") or any other competent Romanian authority. Accordingly, the Issuer and each Dealer have represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, any Securities in Romania in a solicitation to the public, and that sales of the Securities in Romania shall be effected in accordance with all Romanian securities, tax and exchange control and other applicable laws and regulations.

In addition to the cases described in the section headed "Public Offer Selling Restrictions under the Prospectus Regulation" above, in which the Securities may be offered to the public in a Member State (including Romania), the Securities may be offered in observance of the following cumulative conditions:

- (a) it is being offered on the basis of the exemptions from the obligation to prepare and publish a prospectus provided by article 16 para (3) letter a) item 1 of the Law No. 24/2017 on issuers of financial instruments and market operations and article 18 para (1) of Regulation No. 5/2018 on issuers of financial instruments and market operations;
- (b) it is addressed only to investors who are "qualified investors" within the meaning of article 2 para 21 of the Law No. 24/2017 as regards issuers of financial instruments and market operations and article 2 para (2) letter o) of Regulation No. 5/2018 on issuers of financial instruments and market operations;
- (c) it complies with all applicable laws and regulations in Romania, including the Law No. 297/2004 on capital markets (as amended), Law No. 24/2017 as regards issuers of financial instruments and market operations, Regulation No. 1/2006 on issuers and operations with securities (as amended), implementing norms and decisions issued or approved by the Romanian Financial Authority or any other competent Romanian authority, as well as with all applicable EU legislation.

Saudi Arabia

The Base Prospectus may not be distributed in the Kingdom except to such persons as are permitted under the Rules on the Offer of Securities and Continuing Obligations issued by the Capital Market Authority. The Capital Market Authority does not make any representation as to the accuracy or completeness of the Base Prospectus, and expressly disclaims any liability whatsoever for any loss arising from, or incurred in reliance upon, any part of the Base Prospectus. Prospective purchasers of the Securities offered hereby should conduct their own due diligence on the accuracy of the information relating to the securities. If you do not understand the contents of the Base Prospectus, you should consult an authorised financial advisor.

Each private placement offering document used in advertising an offer of Securities must prominently include the above paragraph.

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 any offering should note that the offer of Securities is a private placement under Article 8 or Article 9 or Article 10, or Article 11 of the "Rules on the Offer of Securities and Continuing Obligations" as issued by the Board of the CMA pursuant to its resolution number 3-123-2017 dated 9/4/1439H corresponding to 27/12/2017G amended by Resolution of the Board of the CMA number 1-104-2019 dated 01/02/1441H corresponding to 30/09/2019G amended by Resolution of the Board of the CMA number 1-7-2021 dated 01/06/1442H corresponding to 14/01/2021G (the "**KSA Regulations**") for the purposes of Article 10 of the KSA Regulations through a Capital Market Institution licensed by the CMA to carry on the securities activity of arranging and following a notification to the CMA under 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 "Institutional clients" and "Qualified client" under Article 8 of the KSA Regulations or by way of a limited offer under Article 9 of the KSA Regulations. Each 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 will comply with the KSA Regulations.

Each offer of Securities shall not therefore constitute a "public offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 14 of the KSA Regulations. Any Saudi Investor who has acquired Securities pursuant to a private placement under Article 10, or Article 9 or is an Exempt offer under Article 6 of the KSA Regulations may not offer or sell those Securities to any person unless the offer or sale is made through a Capital Market Institution appropriately licensed by the CMA and where one of the following requirements is met:

- (a) an offer of securities is a limited offer if at the subscription is limited to no more than 100 offerees (excluding investors under the categories of Institutional and Qualified Clients) and the minimum amount payable per offeree does not exceed two hundred thousand SAR;

- (b) Securities of the same class may not be offered as a limited offer under paragraph (a) of this Article more than once in a twelve-month period ending with the date of the offer in question;
- (c) the offer is an exempt offer;
- (d) the securities are offered or sold to an "Institutional client" and "Qualified client"; or
- (e) the securities are being offered or sold in such other circumstances as the CMA may prescribe for these purposes.

All the above restrictions shall cease to apply upon approval of listing on the Saudi Stock Exchange of securities of the same class as the Securities that are subject to such restrictions.

If the requirement in paragraph (a) above cannot be fulfilled because the price of the Securities being offered or sold to the transferee has increased since the date of the original private placement, the transferor may offer or sell the Securities to the transferee if their purchase price during the period of the original private placement did not exceed two hundred thousand SAR or an equivalent amount. If this requirement cannot be fulfilled, a Saudi Investor may offer or sell the Securities if he sells his entire holding of such Securities to one person.

All the above provisions shall apply to all subsequent transferees of such Securities.

Singapore

The Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the "MAS") under the Securities and Futures Act 2001, as amended or modified (the "SFA").

Securities

Where the Securities are:

- a) linked to Underlying Assets which are shares (other than units of a collective investment scheme) of a corporation (whether incorporated in Singapore or elsewhere), debentures of an entity, units in a business trust, any instrument conferring or representing a legal or beneficial ownership interest in a corporation, partnership or limited liability partnership formed in Singapore or elsewhere (each of the foregoing, an "SFA security"), or any derivatives contract of which the underlying thing or any of the underlying things is a SFA security or a SFA securities index, or such other product or class of products prescribed by the MAS ("**Non-CIS Reference Items**"); or
- b) linked to Underlying Assets which fall within the ambit of a "collective investment scheme" (as defined in the SFA) (the "**CIS Reference Items**"),

the Base Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities or the Non-CIS Reference Items may not be circulated or distributed, nor may the Securities or the Non-CIS Reference Items be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined

in 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), and in accordance with the conditions specified in Section 275 of the SFA, and where applicable, the conditions specified in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Securities or Non-CIS Reference Items are subscribed for 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 Section 2(1) of the SFA) or securities-based derivatives contracts (as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities or Non-CIS Reference Items pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law;
- (iv) as specified in Section 276(7) of the SFA; or
- (v) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Securities Linked to CIS Reference Items with Physical Delivery

(A) Securities linked to CIS Reference Items where the Securities do not provide for a right or interest (including an option) in respect of units in a CIS Reference Item

Where the Securities are linked to CIS Reference Items and do provide for a right to physical delivery of the CIS Reference Items (whether such right is contingent on the fulfilment of any condition or not), the selling restriction applicable to Securities as specified above will apply to such Securities linked to CIS Reference Items, and additionally, the offer or invitation of the Securities and CIS Reference Items, which is the subject of the Base Prospectus does not relate to a collective investment scheme which is authorised under Section 286 of the SFA or recognised under Section 287 of the SFA. The Programme and the Issuer are not authorised or recognised by the MAS and the Securities and the CIS Reference Items are not allowed to be offered to the retail public. The Base Prospectus and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA, and accordingly,

statutory liability under the SFA in relation to the content of prospectuses does not apply, and you should consider carefully whether the investment is suitable for you.

The Base Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the CIS Reference Items may not be circulated or distributed, nor may the CIS Reference Items be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in the SFA) under Section 304 of the SFA, (ii) to a relevant person (as defined in Section 305(5) of the SFA) pursuant to Section 305(1) or any person pursuant to Section 305(2), and in accordance with the conditions specified in Section 305 of the SFA and where applicable, the conditions specified in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 or, (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where CIS Reference Items are subscribed for or purchased under Section 305 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 Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the CIS Reference Items pursuant to an offer made under Section 305 of the SFA except:
 - (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 305A(3)(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;
 - (iv) as specified in Section 305A(5) of the SFA; or
 - (v) as specified in Regulations 36A of the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2005 of Singapore.

(B) Securities Linked to CIS Reference Items where the Securities provide for a right or interest (including an option) in respect of units in a CIS Reference Item

Where the Securities are linked to CIS Reference Items and do provide for a right to physical delivery of the CIS Reference Items (whether such right is contingent on the fulfilment of any condition or not), and additionally, the Securities provide for a right or interest (including an option) in respect of units in a CIS Reference Item, the offer or invitation of the Securities and CIS Reference Items, which is the subject of the Base Prospectus, does not relate to a collective

investment scheme which is authorised under Section 286 of the SFA or recognised under Section 287 of the SFA. The Programme and the Issuer are not authorised or recognised by the MAS and the Securities and the CIS Reference Items are not allowed to be offered to the retail public. The Base Prospectus and any other document or material issued in connection with the offer or sale is not a prospectus as defined in the SFA, and accordingly, statutory liability under the SFA in relation to the content of prospectuses does not apply, and you should consider carefully whether the investment is suitable for you.

The Base Prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities or CIS Reference Items may not be circulated or distributed, nor may the Securities or CIS Reference Items be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in the SFA) under Section 304 of the SFA, (ii) to a relevant person (as defined in Section 305(5) of the SFA) pursuant to Section 305(1) or any person pursuant to Section 305(2), and in accordance with the conditions specified in Section 305 of the SFA, and where applicable, the conditions specified in Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018 or, (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Securities or CIS Reference Items are subscribed for or purchased under Section 305 of the SFA by a relevant person which is:

- (b) 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
- (c) 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 Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Securities or CIS Reference Items pursuant to an offer made under Section 305 of the SFA except:

- (i) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 305A(3)(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;
- (iv) as specified in Section 305A(5) of the SFA; or
- (v) as specified in Regulations 36A of the Securities and Futures (Offers of Investments) (Collective Investment Schemes) Regulations 2005 of Singapore.

Any reference to the "SFA" is a reference to the Securities and Futures Act 2001 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.

Slovak Republic

For selling restrictions in respect of the Slovakia Republic, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above, with the following exemption:

"Qualified investors" for the purpose of a Slovak Republic offering are persons specified in Article 8a paragraph 2 of Act No. 566/2001 Coll., on securities and investment services, as amended (the "**Slovak Securities Act**").

The Securities may only be offered or sold in compliance with all applicable provisions of the laws of Slovak Republic and especially in compliance with the Slovak Securities Act.

Slovenia

For selling restrictions in respect of Slovenia, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

The Base Prospectus has not been, and no prospectus in relation to the Programme or this offer has been or will be approved by the Slovenian Securities Market Agency (Agencija za trg vrednostnih papirjev). Neither the Base Prospectus nor any other document connected therewith may be distributed, passed on or disclosed to any person in Slovenia, unless it has been approved by the competent authority of another EEA Member State, notified to the Slovenian Securities Market Agency by the competent authority of another EEA Member State approving the prospectus and published pursuant to the Prospectus Regulation.

Article 3(1) of the Prospectus Regulation shall not apply to offers of securities to the public if the total consideration of each such offer in the EU is less than a monetary amount calculated over a period of 12 months which shall not exceed EUR 5,000,000 and provided that such an offer is not subject to a notification pursuant to Article 25 of the Prospectus Regulation.

South Africa

No South African resident and/or its offshore subsidiaries may, without such person obtaining the prior written approval of the Financial Surveillance Department of the South African Reserve Bank (the "**Exchange Control Authorities**"), subscribe for or purchase any note or beneficially hold or own any note; provided that qualifying South African institutional investors with sufficient foreign portfolio capacity may, without the prior written approval of the Exchange Control Authorities, utilise their pre-approved prudential offshore allowances to subscribe for or purchase any Securities.

Each Dealer has (or will have) severally represented, warranted and agreed that it (i) will not offer Securities for subscription, (ii) will not solicit any offers for subscription for or sale of the Securities, and (iii) will itself not sell or offer the Securities in South Africa in contravention of the Companies Act 2008 (the "**South African Companies Act**"), the South African Banks Act, 1990, the Exchange Control Regulations, 1961 (the "**South African Exchange Control**

Regulations"), promulgated pursuant to the South African Currency and Exchanges Act, 1933 and/or any other applicable laws and regulations of South Africa in force from time to time.

Prior to the issue of any Securities under the Programme, each Dealer who has (or will have) agreed to place those Securities will be required to severally represent and agree that it will not make an "offer to the public" (as such expression is defined in the South African Companies Act, 2008, and which expression includes any section of the public) of Securities (whether for subscription, purchase or sale) in South Africa. The Base Prospectus does not, nor is it intended to, constitute a "registered prospectus" (as defined in the South African Companies Act) prepared and registered under the South African Companies Act. Information made available in the Base Prospectus should not be considered as "advice" as defined in the Financial Advisory and Intermediary Services Act, 2002.

Offers not deemed to be offers to the public

Offers for subscription for, or sale of, Securities are not deemed to be offers to the public if:

- (a) made only to certain investors contemplated in section 96(1)(a) of the South African Companies Act; or
- (b) the total contemplated acquisition cost of Securities, for any single addressee acting as principal, is equal to or greater than ZAR 1,000,000, or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the South African Companies Act.

Spain

The Base Prospectus has not been and it is not envisaged to be approved by, registered or filed with, or notified to the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*). It is not intended for the public offering or sale of Securities in Spain and does not constitute a prospectus (registration document or securities note) for the public offering of Securities in Spain.

Accordingly, no Securities may be offered, sold, delivered, marketed nor may copies of the Base Prospectus or any other document relating to the Securities be distributed in Spain, and investors in the Securities may not sell or offer such Securities in Spain other than in compliance with the requirements set out by the Prospectus Regulation, articles 35 of the Royal Legislative Decree 4/2015 of 23 October of the Securities Markets (*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, ("**Royal Legislative Decree 4/2015**") and 38 of Royal Decree 1310/2005, of 4 November, partially developing law 24/1988, of 28 July on admission to trading of securities in official secondary markets, public offerings and prospectus (*Real Decreto 1310/2005, de 4 de noviembre, por el que se desarrolla parcialmente la Ley 24/1988, de 28 de julio, del Mercado de Valores, en materia de admisión a negociación de valores en mercados secundarios oficiales, de ofertas públicas de venta o suscripción y del folleto exigible a tales efectos*), as amended and restated (the "**Royal Decree 1310/2005**") so that any sale or offering of the Securities in Spain is not classified as a public offering of securities in Spain.

Thereby, the Securities may not be listed, offered, sold or distributed in Spain, except in accordance with the requirements set out in the Prospectus Regulation, Royal Legislative Decree 4/2015, and Royal Decree 1310/2005 or any other related regulations that may be in force from time to time, as further amended, supplemented or restated.

Suriname

The Securities may not be offered or sold other than upon their request to entities established in Suriname, branches of foreign corporations located in Suriname or persons residing in Suriname for more than 90 days out of the last calendar year, and provided that the Securities are not actively marketed in Suriname, unless to Suriname registered credit institutions or a licence or exemption has been obtained from the Central Bank of Suriname.

The Securities may not be sold to entities established in Suriname, branches of foreign corporations located in Suriname or persons residing in Suriname for more than 90 days out of the last calendar year, unless a license is obtained or is not required under the Foreign Exchange Regulations.

Sweden

For selling restrictions in respect of Sweden, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

Switzerland

The Securities must not be offered in Switzerland and each offeror of Securities represents and agrees that it has not made and will not make an offer of the Securities to the public in Switzerland, except that the Securities may be offered and an offeror may make an offer of the Securities to the public in Switzerland

- (a) if the relevant Final Terms in respect of any Securities specify Switzerland as an Offer State, in the period beginning and ending on the dates specified in the relevant Final Terms and consent has been granted to use the Base Prospectus and the relevant Final Terms for the purpose of such offer to the public in accordance with Article 36 para. 4 FinSA and Article 45 Financial Services Ordinance ("**FinSO**"), or
- (b) if any exemption listed in Article 36 para. 1 FinSA,

provided that no offer of Securities referred to in (b) above shall require the Issuer or any offeror to publish a prospectus pursuant to Article 35 FinSA. For the purposes of this provision, the expression "**offer to the public**" refers to the respective definitions in Article 3 lit. g and h FinSA and as further detailed in the FinSO.

The Netherlands

For selling restrictions in respect of The Netherlands, please see "Public Offer Selling Restrictions under the Prospectus Regulation" above.

United Arab Emirates (UAE)

The offering of the Securities to which the Base Prospectus relates has not been approved or licensed by or registered with the UAE Central Bank, the UAE Securities & Commodities Authority (the "**SCA**"), the Dubai Financial Services Authority (the "**DFSA**") or any other relevant

licensing authorities in the UAE, and accordingly does not constitute a public offer of securities in the UAE in accordance with the commercial companies law, Federal Law No. 2 of 2015 (as amended), SCA Resolution No. 9 R.M. of 2016 Concerning the Regulation of Mutual Funds (as amended) or SCA Resolution No. 3 R.M. of 2017 Concerning the Organisation of Promotion and Introduction (as amended) (together the "**SCA Resolutions**") or otherwise. Accordingly, the Securities may not be offered to the public in the UAE (including the Dubai International Financial Centre).

The Securities to be issued under the Base Prospectus have not been, and will not be, offered, sold, publicly promoted or advertised in the UAE other than in compliance with any laws applicable in the UAE governing the issue, offering and sale of the Securities.

The Base Prospectus is strictly private and confidential and is being issued to a limited number of institutional and individual investors:

- (a) who fall within the exceptions to SCA Resolutions and/or who qualify as Qualified Investors as defined under the SCA Resolutions;
- (b) upon their request and confirmation that they understand that the Securities have not been approved or licensed by or registered with the UAE Central Bank, the SCA, the DFSA or any other relevant licensing authorities or governmental agencies in the UAE; and
- (c) must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose.

Uruguay

The Securities have not been registered with the Central Bank of Uruguay and will not be offered or sold in Uruguay through public offerings.

Venezuela

The Securities may not be offered to the public in Venezuela and may not be sold or offered in Venezuela in any manner that may be construed as a public offering, as determined under Venezuelan securities laws. The Securities may be sold by means of a private offer through sales that do not constitute a public offering, as determined under Venezuelan securities laws.