



**BANQUE ET CAISSE D'ÉPARGNE DE L'ÉTAT,
LUXEMBOURG**

**U.S.\$8,000,000,000
Euro Medium Term Note Programme**

Any Notes issued under the Programme are issued subject to the provisions set out herein. This does not affect Notes issued prior to the date hereof.

Under this U.S.\$8,000,000,000 Euro Medium Term Note Programme (the **Programme**), Banque et Caisse d'Épargne de l'État, Luxembourg (the **Issuer**) may from time to time issue notes (the **Notes**, which expression shall include Senior Notes and Subordinated Notes (each as defined below)) denominated in any currency agreed between the Issuer and the relevant Dealer (as defined below). The Notes will rank either as senior obligations of the Issuer (**Senior Notes**) or as subordinated obligations of the Issuer (**Subordinated Notes**). Senior Notes may be Senior Preferred Notes or Senior Non Preferred Notes.

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme will not exceed U.S.\$8,000,000,000 (or its equivalent in other currencies calculated as described herein).

The Notes may be issued on a continuing basis to one or more of the Dealers specified on page 10 (and any additional Dealer appointed under the Programme from time to time, which appointment may be for a specific issue or on an on-going basis) (each a **Dealer** and together the **Dealers**). References in this Prospectus to the **relevant Dealer** shall, in the case of an issue of Notes being (or intended to be) subscribed by more than one Dealer, be to all Dealers agreeing to subscribe for such Notes.

An investment in Notes issued under the Programme involves certain risks. For a discussion of these risks see "*Risk Factors*".

This Prospectus has been approved as a base prospectus by the *Commission de Surveillance du Secteur Financier* (the **CSSF**), as competent authority under Regulation (EU) 2017/1129 (the **Prospectus Regulation**). The CSSF only approves this Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Approval by the CSSF should not be considered as an endorsement of the Issuer or of the quality of the Notes. Investors should make their own assessment as to the suitability of investing in the Notes. This Prospectus has also been approved by the Luxembourg Stock Exchange pursuant to Part IV of the Luxembourg act dated 16 July 2019 on prospectuses for securities for the purpose of admitting Notes (Exempt Notes (as defined below) included) on the Euro MTF market of the Luxembourg Stock Exchange.

The CSSF assumes no responsibility for the economic and financial soundness of the transactions contemplated by this Prospectus or the quality or solvency of the Issuer.

Application has been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange. The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

Application has further been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Euro MTF market and to be listed on the Official List of the Luxembourg Stock Exchange. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be listed on the Luxembourg Stock Exchange's Securities Official List (**LuxSE SOL**) without admission to trading on one of the securities markets operated by the Luxembourg Stock Exchange. The CSSF has neither approved nor reviewed information contained in this Prospectus in connection with Notes to be admitted to trading on the Euro MTF market or Notes to be listed on the LuxSE SOL.

References in this Prospectus to Notes being **listed** (and all related references) shall mean that such Notes have been admitted to trading on the Luxembourg Stock Exchange's regulated market and have been admitted to the Official List of the Luxembourg Stock Exchange. This Prospectus (as supplemented as at the relevant time, if applicable) is valid for 12 months from its date in relation to Notes which are to be admitted to trading on a regulated market in the European Economic Area (**EEA**) and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. For these purposes, reference(s) to the EEA include(s) the United Kingdom. The obligation to supplement this Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Prospectus is no longer valid.

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the EEA and/or offered to the public in the EEA other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation (and for these purposes, references to the EEA include the United Kingdom). References in this Prospectus to **Exempt Notes** are to Notes for which no prospectus is required to be published under the Prospectus Regulation. The CSSF has neither approved nor reviewed information contained in this Prospectus in connection with Exempt Notes.

Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche (as defined under "*Terms and Conditions of the Notes*") of Notes will (other than in the case of Exempt Notes, as defined above) be set forth in a final terms document (the **Final Terms**) which will be filed with the CSSF. Copies of this Prospectus, the Final Terms with respect to Notes to be listed and admitted to trading on the Luxembourg Stock Exchange and any documents incorporated by reference herein will be available from the official website of the Luxembourg Stock Exchange at www.bourse.lu. This Prospectus and any documents incorporated by reference herein shall be available from such website for a period of ten years from the date hereof. In the case of Exempt Notes, notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and certain other information which is applicable to each Tranche will be set out in a pricing supplement document (the **Pricing Supplement**).

The date of this Prospectus is 1 July 2020.

**Arranger
Citigroup**

Dealers

Banco Bilbao Vizcaya Argentaria, S.A.

BNP PARIBAS

Crédit Agricole CIB
Deutsche Bank
J.P. Morgan
Morgan Stanley

Citigroup
Goldman Sachs International
Mizuho Securities
UBS Investment Bank

The Programme provides that Notes may be listed or admitted to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed between the Issuer and the relevant Dealer. The Issuer may also issue unlisted Notes and/or Notes not admitted to trading on any market.

The Notes of each Tranche will initially be represented by a temporary global Note which will be deposited on the issue date thereof with a common depositary or, as the case may be, a common safekeeper on behalf of Euroclear Bank SA/NV (**Euroclear**), and Clearstream Banking S.A. (**Clearstream, Luxembourg**) and/or any other agreed clearance system which will be exchangeable, as specified in the applicable Final Terms, for either a permanent global Note or Notes in definitive form, in each case upon certification as to non-U.S. beneficial ownership as required by U.S. Treasury regulations. A permanent global Note will be exchangeable for definitive Notes, either upon request or in certain limited circumstances, all as further described in "*Form of the Notes*" below.

As of the date of this Prospectus, the Issuer's long-term credit rating for Senior Preferred debt is Aa3 by Moody's France SAS (**Moody's**) and AA+ by Standard & Poor's Credit Market Services France SAS (**Standard & Poor's**). The Issuer's short-term credit ratings for Senior Preferred debt are P-1 (Moody's) and A-1+ (Standard & Poor's) and the Issuer's subordinated debt ratings are A3 (Moody's) and A- (Standard & Poor's). Each of Moody's and Standard & Poor's is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such each of Moody's and Standard & Poor's is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation. Long-term obligations rated (i) "Aa" by Moody's are judged to be of high quality and are subject to very low credit risk and (ii) "A" by Moody's are judged to be upper-medium grade and are subject to low credit risk. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category. Short-term obligations rated "P-1" by Moody's indicates a superior ability to repay short-term debt obligations. Long-term obligations rated (i) "AA" by Standard & Poor's indicates a very strong capacity to meet financial commitments and (ii) "A" by Standard & Poor's indicates that they are somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories, however, the obligor's capacity to meet its financial commitments on the obligation is still strong. Short-term obligations rated "A-1" by Standard & Poor's indicates that the obligor's capacity to meet its financial commitments on the obligation is strong. The modifiers "+" or "-" are appended to a rating to denote the relative status within major rating categories. Notes issued under the Programme may be rated or unrated by either of the rating agencies referred to above. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms (or Pricing Supplement, in the case of Exempt Notes) and will not necessarily be the same as the rating assigned to the Programme by the relevant rating agency. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency. Whether or not each credit rating applied for in relation to relevant Series of Notes will be issued by a credit rating agency established in the European Union and registered under the CRA Regulation will be disclosed in the Final Terms

Amounts payable on certain Notes will be calculated by reference to one of LIBOR, EURIBOR, CMS Reference Rate or HICP as specified in the relevant Final Terms. As at the date of this Prospectus, the administrators of LIBOR and CMS Reference Rate (ICE Benchmark Administration Limited) and EURIBOR (European Money Markets Institute) are included in ESMA's register of administrators under Article 36 of the Regulation (EU) No. 2016/1011 (the Benchmarks Regulation). As at the date of this Prospectus, the administrator of HICP is not included in ESMA's register of administrators under Article 36 of the Benchmarks Regulation. As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that Eurostat (as administrator of HICP) is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence).

IMPORTANT INFORMATION

This Prospectus comprises a base prospectus in respect of all Notes other than Exempt Notes issued under the Programme for the purpose of Article 8 of the Prospectus Regulation. When used in this Prospectus, **Prospectus Regulation** means Regulation (EU) 2017/1129.

This Prospectus also comprises a base prospectus in respect of Notes (Exempt Notes included) issued under the Programme to be admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange (or to be listed on LuxSE SOL without admission to trading).

The Issuer accepts responsibility for the information contained in this Prospectus and the Final Terms or, as the case may be, the Pricing Supplement for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer (having taken all reasonable care to ensure that this is the case) the information contained in this Prospectus is in accordance with the facts and contains no omission likely to affect its import.

The Issuer, having made all reasonable enquiries, confirms that this Prospectus contains all information with respect to itself and any Notes which is material in the context of the Programme, that the information contained in this Prospectus is true and accurate in all material respects and is not misleading, that the opinions and intentions expressed in this Prospectus are honestly held and that there are no other facts the omission of which would make any of such information or the expression of any such opinions or intentions misleading.

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated in it by reference (see "Documents Incorporated by Reference" below). This Prospectus shall be read and construed on the basis that those documents are incorporated by reference in and form part of this Prospectus.

Other than in relation to the documents which are deemed to be incorporated by reference (see "Documents Incorporated by Reference"), the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the CSSF.

Apart from the Issuer, no other party has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by the Dealers as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuer in connection with the Programme or any Notes or their distribution. No Dealer accepts any liability in relation to the information contained or incorporated by reference in this Prospectus or any other information provided by the Issuer in connection with the Programme. The statements made in this paragraph are made without prejudice to the responsibility of the Issuer under the Programme.

No person is or has been authorised to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the Programme or the Notes and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer or any of the Dealers.

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

Neither the delivery of this Prospectus nor the offering, sale or delivery of any Notes shall in any circumstances imply that the information contained in it concerning the Issuer is correct at any time subsequent to its date or that any other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme or to advise any investor in Notes issued under the Programme of any information coming to their attention.

IMPORTANT – EEA AND UK RETAIL INVESTORS – Unless the Final Terms in respect of any Notes (or Pricing Supplement, in case of Exempt Notes) specifies "*Prohibition of Sales to EEA and UK Retail Investors - Legend*" as "Not Applicable", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); (ii) a customer within the meaning of Directive (EU) 2016/97 (**Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.

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

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

Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore, as modified or amended from time to time (the SFA) – Unless stated otherwise in the Final Terms in respect of any Notes, all Notes issued or to be issued under the Programme shall be prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

Certain Tranches of Notes with a denomination of less than €100,000 (or its equivalent in any other currency) may be offered in circumstances where there is no exemption from the obligation under the Prospectus Regulation to publish a prospectus. Any such offer is referred to as a **Non-exempt Offer**. Investors should note that important information relating to Non-exempt Offers of Notes can be found on page 42.

Benchmarks Regulation: Interest and/or other amounts payable under the Notes may be calculated by reference to certain reference rates. Any such reference rate may constitute a benchmark for the purposes of Regulation (EU) 2016/1011 (the **Benchmark Regulation**). If any such reference rate does constitute such a benchmark, the applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority (**ESMA**) pursuant to Article 36 of the Benchmark Regulation.

Transitional provisions in the Benchmark Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms. The registration status of any administrator under the Benchmark Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

IMPORTANT INFORMATION RELATING TO THE USE OF THIS PROSPECTUS AND OFFERS OF NOTES GENERALLY

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. The Issuer and the Dealers do not represent that this document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, except for the approval of this Prospectus by the CSSF, no action has been taken by the Issuer or the Dealers which is intended to permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the EEA (including Switzerland and, for these purposes, the United Kingdom) and Japan (see "*Subscription and Sale*" below).

SUITABILITY OF INVESTMENT

The Notes may not be a suitable investment for all investors. Each potential investor in the Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor may wish to consider, either on its own or with the help of its financial and other professional advisers, whether it:

- (a) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (b) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (c) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (d) understands thoroughly the terms of the Notes and is familiar with the behaviour of any relevant indices and financial markets; and
- (e) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of

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

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**), and are subject to U.S. tax law requirements. Subject to certain exceptions, Notes may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. persons (see "*Subscription and Sale*" below).

Investors should consult the Issuer should they require a copy of the 2006 ISDA Definitions.

PRESENTATION OF INFORMATION

In this Prospectus, all references to

- **U.S. dollars, U.S.\$, \$ and U.S. cent** refer to the currency of the United States of America;
- **£ and Sterling** refer to the currency of the United Kingdom; and
- **euro, EUR and €** refer to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

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STABILISATION

In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in the applicable Final Terms or Pricing Supplement may over-allot Notes or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However stabilisation may not necessarily occur. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may cease at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes. Any stabilisation action or overallotment must be conducted by the relevant Stabilisation Manager(s) (or persons acting on behalf of any Stabilisation Manager(s)) in accordance with all applicable laws and rules.

GENERAL DESCRIPTION OF THE PROGRAMME

The following general description of the Programme does not purport to be complete and is qualified in its entirety by the remainder of this Prospectus and, in relation to the Terms and Conditions of a particular Tranche of Notes, the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement). The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, in the case of Notes other than Exempt Notes and, if appropriate, a supplement to the Prospectus or a new Prospectus will be published. This General Description constitutes a general description of the Programme for the purposes of Article 25(1) of Commission Delegated Regulation (EU) No 2019/980 implementing the Prospectus Regulation (the **Delegated Regulation**). Words and expressions defined in "*Form of the Notes*" and "*Terms and Conditions of the Notes*" shall have the same meanings in this general description.

Issuer:	Banque et Caisse d'Epargne de l'Etat, Luxembourg
Issuer Legal Entity Identifier (LEI):	R7CQUF1DQM73HUTV1078
Description of the Programme:	Euro Medium Term Note Programme
Arranger:	Citigroup Global Markets Limited
Dealers:	Banco Bilbao Vizcaya Argentaria, S.A. BNP Paribas Citigroup Global Markets Europe AG Citigroup Global Markets Limited Crédit Agricole Corporate and Investment Bank Deutsche Bank Aktiengesellschaft Goldman Sachs International J.P. Morgan Securities plc Mizuho International plc Mizuho Securities Europe GmbH Morgan Stanley & Co. International plc UBS AG London Branch
Principal Paying Agent and Agent Bank:	Banque et Caisse d'Epargne de l'Etat, Luxembourg
Issuing Agent and Paying Agent:	Citibank, N.A., London Branch
Distribution:	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
Currencies:	Subject to any applicable legal or regulatory restrictions, Notes may be denominated in such currencies as may be agreed between the Issuer and the relevant Dealer, including, without limitation, U.S. dollars, euro and Sterling (as indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing Supplement).
Form of Notes:	The Notes will be issued in bearer form as described in " <i>Form of the Notes</i> ".
Fixed Rate Notes:	Fixed interest will be payable on such date or dates as may be agreed between the Issuer and the relevant Dealer (as indicated in the applicable Final Terms or, in the case of Exempt Notes, Pricing

Supplement) and on redemption, and will be calculated on the basis of such Fixed Day Count Fraction as may be agreed between the Issuer and the relevant Dealer.

Fixed Rate Notes may also include an interest step-up provision whereby the Rate of Interest payable increases at pre-determined periods to a pre-determined percentage per annum as indicated in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement).

Floating Rate Notes:

Floating Rate Notes will bear interest at a rate determined:

- (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the 2006 ISDA Definitions (as published by the International Swaps and Derivatives Association, Inc., and as amended and updated as at the Issue Date of the first Tranche of the Notes of the relevant Series); or
- (b) on the basis of a reference rate (being either LIBOR or EURIBOR) indicated in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement).

The Margin (if any) relating to such floating rate will be agreed between the Issuer and the relevant Dealer for each series of Floating Rate Notes.

Index Linked Redemption Notes, Equity Linked Redemption Notes and Inflation Linked Interest Notes:

Payments of principal in respect of Index Linked Redemption Notes or of interest in respect of Inflation Linked Interest Notes or other notes linked to an underlying reference will be calculated by reference to such index and/or formula or to changes in the prices of securities or commodities or to such other factors as indicated in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement). The equity securities to which Equity Linked Redemption Notes are linked do not belong to the Issuer nor to an entity belonging to the Issuer's Group.

Other provisions in relation to Floating Rate Notes:

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

Interest on Floating Rate Notes in respect of each Interest Period, as agreed prior to issue by the Issuer and the relevant Dealer, will be payable on such Interest Payment Dates and will be calculated on the basis of such Day Count Fraction, as may be agreed between the Issuer and the relevant Dealer.

Range Accrual and Dual Range Accrual Notes:

Range Accrual and Dual Range Accrual Notes bear interest if a certain reference rate or a combination of reference rates does not equal or exceed or fall below certain parameters, as indicated in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement).

Zero Coupon Notes:

Zero Coupon Notes will be offered and sold at a discount to their nominal amount and will not bear interest other than in the case of

late payment.

Redemption and Purchase:

In the case of Senior Preferred Notes, the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in the case of Exempt Notes in specified instalments, if applicable, or for taxation reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.

In the case of Senior Non Preferred Notes, the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) will indicate either that the relevant Notes cannot be redeemed prior to their stated maturity (other than in the case of Exempt Notes in specified instalments, if applicable, or for taxation reasons or upon the occurrence of an MREL Disqualification Event) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.

In the case of Subordinated Notes, the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) will indicate whether such Notes will be redeemable at the option of the Issuer or not and they shall be redeemable for taxation reasons or upon the occurrence of a Capital Event and upon giving notice to the Noteholders, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as may be agreed between the Issuer and the relevant Dealer.

The Notes will also be redeemable prior to their stated maturity if Automatic Early Redemption is specified as applicable in the applicable Final Terms (or Pricing Supplement in the case of Exempt Notes) and an Automatic Early Redemption Event occurs.

Denominations of Notes:

Notes will be issued in such denominations as may be specified in the applicable Final Terms save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

Approval, listing and admission to trading:

Application has been made to the CSSF for approval of this Prospectus in respect of all Notes other than Exempt Notes issued under the Programme. Application has also been made to the Luxembourg Stock Exchange for approval of this Prospectus in respect of Notes (Exempt Notes included) issued under the Programme to be admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange. Application may be made to the Luxembourg Stock Exchange for Notes to be admitted to trading

on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange and for Notes to be admitted to trading on the Euro MTF market and to be listed on the Official List of the Luxembourg Stock Exchange. Application may also be made to the Luxembourg Stock Exchange for Notes to be listed on the Luxembourg Stock Exchange's Securities Official List without admission to trading on one of the securities markets operated by the Luxembourg Stock Exchange.

Notes may be listed or admitted to trading, as the case may be, on other or further stock exchanges or markets agreed between the Issuer and the relevant Dealers in relation to the Series. Notes which are neither listed nor admitted to trading on any market may also be issued.

The applicable Final Terms (or applicable Pricing Supplement, in the case of Exempt Notes) will state whether or not the relevant Notes are to be listed and/or admitted to trading and, if so, on which stock exchange(s) and/or markets.

Exempt Notes:

The requirement to publish a prospectus under the Prospectus Regulation only applies to Notes which are to be admitted to trading on a regulated market in the European Economic Area (which for these purposes includes the United Kingdom) and/or offered to the public in the European Economic Area other than in circumstances where an exemption is available under Article 1(4) and/or 3(2) of the Prospectus Regulation. Under this Prospectus, the Issuer may issue Exempt Notes (being Notes for which no prospectus is required to be published under the Prospectus Regulation). In the case of Exempt Notes, any terms and conditions not contained in this Prospectus which are applicable to such Exempt Notes will be set out in the applicable Pricing Supplement. The variations to the terms and conditions of the Exempt Notes, where such Exempt Notes are to be admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange or listed on the Luxembourg Stock Exchange's Securities Official List, shall not entail the creation of an entirely new product. Such variations shall be limited to the features of the interest and redemption basis.

Taxation:

All payments in respect of Notes will be made without deduction for or on account of withholding taxes imposed by Luxembourg or any political subdivision or any authority thereof or therein having power to tax, unless such deduction or withholding is required by law, as provided in Condition 7. In such event, the Issuer will, save in certain limited circumstances, be required to pay additional amounts to cover the amounts so deducted.

Selling Restrictions:

There are restrictions on the offer and sale of Notes and the distribution of offering material in various jurisdictions.

Payout Methodology:

The amount(s) (if any) payable or deliverable, as applicable, under the Notes will be comprised of the following components:

- (i) on final redemption, the Final Redemption Amount (see

Condition 6 of the Terms and Conditions of the Notes and the relevant Payout Conditions, if any SPS Final Payout is specified as applicable in the applicable Final Terms (or Pricing Supplement in the case of Exempt Notes);

- (ii) if Automatic Early Redemption is specified as applicable in the applicable Final Terms (or Pricing Supplement in the case of Exempt Notes) and an Automatic Early Redemption Event occurs, the Automatic Early Redemption Amount (see the Automatic Early Redemption provisions in Annex 2 and SPS Payout Condition 1.2);
- (iii) if an Issuer Call Option or Noteholder Put Option is specified as applicable in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement), the relevant Optional Redemption Amount (see Condition 6 of the Terms and Conditions of the Notes);
- (iv) in the case of Physical Delivery Notes, the Asset Amount(s) (see Condition 5 of the Terms and Conditions of the Notes) and, if any SPS Final Payout is specified as applicable in the applicable Final Terms (or Pricing Supplement in the case of exempt Notes, the SPS Entitlement Amount(s) (see SPS Payout Condition 1.3); and/or

The terms of a Series of Notes are comprised of (i) the Conditions, (ii) if selected in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement), Annex 2 to the Conditions which contains additional provisions applicable to Index Linked Redemption Notes, Equity Linked Redemption Notes and Inflation Linked Interest Notes (**Annex 2**) and (iii) if selected in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement), the SPS Coupon Rate Payout(s) and/or SPS Payout(s) selected from Annex 1 to the Conditions (**Annex 1**) specified in the applicable Final Terms and the related variables specified in the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement) (including the relevant valuation provisions) for such SPS Coupon Rate Payout(s) and/or SPS Payout(s) (as selected from the Annex 1).

Investors must review the Conditions, Annex 1 (if applicable) and Annex 2 (if applicable), together with the applicable Final Terms (or, in the case of Exempt Notes, Pricing Supplement) to ascertain the Terms and Conditions applicable to the Notes.

RISK FACTORS

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

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

Prospective investors should also read the detailed information set out elsewhere in this Prospectus (including any documents deemed to be incorporated in it by reference) and reach their own views prior to making any investment decision. Investors should be aware that the risks described may combine and thus intensify one another.

Finally, investors should be aware that the individual risks or the combination of the risks set out below may have a significant impact on the price of the Notes and a negative impact on the value of the investment. Under certain circumstances the prospective investor may suffer substantial losses.

1. RISK FACTORS SPECIFIC AND MATERIAL TO THE ISSUER

The risk factors specific and material to the Issuer are presented in the following categories depending on their nature with the most material risk factor presented first in each category:

- 1.1 Risks related to the Issuer generally
- 1.2 Risks related to the Issuer's Business Activities
- 1.3 Risks related to the Issuer's Financial Situation

1.1 Risks related to the Issuer generally

1.1.1 Risks related to the macroeconomic, market and regulatory environments

Macroeconomic risk - Based on the strategic orientation of the Issuer with the business segments Retail and Corporate Banking, its offering of products and concentration on the core market Luxembourg, general economic developments in Luxembourg, in combination with developments on the European and international financial and capital markets are of great importance for the assets, liabilities, financial position and profit or loss of the Issuer. The profitability of the Issuer's businesses could, therefore, be adversely affected by a worsening of general economic conditions in its markets, as well as by foreign and domestic trading market conditions and/or related factors, including governmental policies and initiatives. An economic downturn or significantly higher interest rates could increase the risk that a greater number of the Issuer's customers default on their loans or other obligations to the Issuer, or refrain from seeking additional borrowing from the Issuer.

Global economic growth is expected to slow significantly in 2020 as a result of the impact of the COVID-19 pandemic (coronavirus). The economic consequences of the pandemic could adversely affect the Issuer's business and financial position both as a result of the impact of the pandemic (including the efforts by national governments to contain it) on the global markets and macroeconomic environment general and as a result of the direct impact on the Bank's customers. Based on current information, the effects on the Luxembourgish economy are still difficult to assess. The risk of unforeseeable consequences of an escalation of protectionist measures could have an adverse effect on the Issuer's business and results.

Extremely low interest rates represent one of the main challenges for the financial sector. It is still not foreseeable to what extent and intensity financial markets will react to the overall developments.

Brexit - Until the final terms of the new arrangements between the UK and the European Union are negotiated, it is not possible to definitely determine the impact that the UK's departure from the European Union and/or any related matters may have on financial markets and the economic environment. Accordingly, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

Competition - The Issuer faces increased competition from local and international banking and non-banking operations. While the Issuer believes it is positioned to compete effectively with these competitors, there can be no assurance that increased competition will not adversely affect the Issuer in one or more of the markets in which it operates.

Regulatory risk and Increased Regulation - The Issuer's business activities are subject to substantial regulation and regulatory oversight in the jurisdictions in which it operates. Current, together with future regulatory developments, including changes to accounting standards and the amount of regulatory capital required to support the risk, could have an adverse effect impacting on how the Issuer conducts its business and on the results of its operations. The Issuer's business and earnings are also affected by fiscal and other policies that are adopted by the various regulatory authorities of the European Union, foreign governments and international agencies. The nature and impact of future changes in such policies are not predictable and are beyond the Issuer's control.

1.1.2 *Risk related to the creditworthiness and credit rating of the Issuer*

One or more independent rating agencies may assign ratings to the Issuer. A rating assesses the creditworthiness of the Issuer and informs an investor therefore about the probability of the Issuer being able to redeem invested capital. The Issuer is generally exposed to the risk that ratings assigned to it by rating agencies may be downgraded. A rating is not a recommendation to buy, sell or hold Notes and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

If the ratings of the Issuer were to be downgraded, this might impair the Issuer's access to refinancing sources and/or cause refinancing costs to rise. Negative changes in the rating assigned to the Issuer may adversely affect the market price of the Notes and may have a negative impact on the value of the investment made by an investor.

1.2 Risks related to the Issuer's Business Activities

1.2.1 *Counterparty Risk*

As a credit institution, the Issuer is exposed to the creditworthiness of its customers and counterparties. This exposure can arise through trading, lending, deposit-taking, clearance and settlement and numerous other activities and relationships. These counterparties include institutional clients, brokers and dealers, commercial banks, investment banks and mutual funds. Many of these relationships expose the Issuer to credit risk in the event of default of a counterparty or client. In addition, the Issuer's credit risk may be exacerbated when the collateral it holds cannot be realised at, or is liquidated at prices not sufficient to recover, the full amount of the loan or derivative exposure it is due to cover, which could in turn affect the Issuer's ability to meet its payments under the Notes. Many of the hedging and other risk management strategies utilised by the Issuer also involve transactions with financial services counterparties. The risk of insolvency in relation to these counterparties may impair the effectiveness of the Issuer's hedging and other risk management strategies, which could in turn affect the Issuer's ability to meet its payments under the Notes.

There can be no assurance that the Issuer's methods and provisions on risk management for identifying, monitoring and controlling counterparty risk, including its policies on risk management, provisions on risk management, risk management procedures, valuation methods and financing principles, are sufficient in all individual cases and will always be sufficient and appropriate in the future. It cannot be ruled out that undetected, unforeseen and unavoidable counterparty risks or counterparty risks that were not identified in the past will arise and lead to loan losses which could have a negative effect on the net assets, financial and income position of the Issuer and could limit its ability to make payments under the Notes.

1.2.2 *Operational Risk*

Operational risk refers to possible losses caused by personal misconduct, weaknesses in process management, technical failure or negative outside influences. Personal misconduct also includes unlawful actions, improper sales practices, unauthorised actions and transaction costs.

There can be no assurance that the precautions taken by the Issuer to manage and mitigate operational risk will be effective in all cases. The realisation of such a risk, for example resulting in lost revenue as a result of business interruption or reputational damage arising from improper conduct of its employees, could have a negative effect on the net assets, financial and income position of the Issuer which could limit its ability to make payments under the Notes.

1.2.3 *Investment Risk*

Investment risk is understood as the danger of financial losses due to a decline in the value of a holding to less than its book value. This refers to long term investments the Issuer has made in companies for strategic reasons.

If a future impairment test determines that the book value of long term investments is significantly impaired, this could have an adverse impact on the financial performance and financial position of the Issuer and could limit its ability to make payments under the Notes.

1.3 **Risks related to the Issuer's Financial Situation**

1.3.1 *Liquidity Risk*

Liquidity risks consist of the following risks:

- Inability to fulfil payment obligations when they fall due
- Inability to procure sufficient liquidity when needed at anticipated conditions (refinancing risk)
- Inability to terminate, extend or close out a transaction, or only be able to do so at a loss, due to insufficient market depth or market turbulence (market liquidity risk)

Insufficient liquidity could have a material adverse effect on the Issuer's solvency and its ability to make payments under the Notes.

Liquidity risk is directly managed by the Issuer's Asset and Liability Management function, which carefully manages the Issuer's resources and their use, in particular, the adequacy of expected new lending production with the available resources and the Issuer's liquidity needs.

Pursuant to bank regulatory requirements, the Issuer has to maintain a liquidity cover ratio ("LCR") of above 100 per cent. The LCR is defined as the ratio of available highly liquid assets to net cash outflows over the next 30 days, subject to defined stress conditions.

1.3.2 *Market Price Risk*

Market price risks consist of the risks to the value of positions due to changes in market parameters including interest rates, volatility and exchange rate among others. These risks are quantified as potential losses of present value using a present value model that differentiates between risks related to interest rates, options and currency rates. Market price risks also include (credit) spread risks.

If the interest environment changes in an unfavourable manner for the Issuer's business, i.e. if refinancing interest rates increase and the Issuer is unable to raise the interest rates it charges its creditors accordingly, this might have a negative impact on the Issuer's results and financial situation.

Market price risks could have a material adverse effect on the Issuer's profitability and its ability to make payments under the Notes.

2. RISK FACTORS SPECIFIC AND MATERIAL TO THE NOTES

2.1 Risks related to Notes generally

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

2.1.1 Risks related to the complex structure of certain Notes

Some Notes are particularly complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

An investment in the Notes may involve a high degree of risk, including the risk that the entire amount invested may be lost. The Issuer, will invest in and trade securities and other financial instruments using a variety of investment techniques with significant risk characteristics, including the risks arising from the volatility of the equity and fixed-income markets, the risks of borrowings and short sales, the risks arising from leverage associated with trading in the equity, currency and OTC derivative markets, the illiquidity of derivative instruments and the risk of loss from counterparty defaults. No guarantee or representation is made that the investment in Notes will be a successful one. The Issuer may utilise investment techniques such as option transactions, margin transactions, short sales, leverage, derivatives trading and futures and forward contracts to hedge payments due under the Notes, which practices could adversely affect the value of the Notes.

Short selling technique may be used to provide indexation of payments under the Note. Short selling involves selling securities which may or may not be owned and borrowing the same securities for delivery to the purchaser, with an obligation to replace the borrowed securities at a later date. Short selling allows the investor to benefit from declines in market prices to the extent such declines exceed the transaction costs and the costs of borrowing the securities. A short sale creates the risk of an unlimited loss, as the price of the underlying security could theoretically increase without limit, thus increasing the cost of buying those securities to cover the short position. There can be no assurance that the securities necessary to cover a short position will be available for purchase. Purchasing securities to close out the short position can itself cause the price of the securities to rise further, thereby exacerbating the loss.

2.1.2 *Modification and risk relating to resolutions of Noteholders*

The conditions of the Notes contain provisions which may permit their modification without the consent of all investors and confer significant discretions on the Agent which may be exercised without the consent of the Noteholders and without regard to the individual interests of particular Noteholders

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

The conditions of the Notes also provide that the Agent may, without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (a) any modification of any of the provisions of the Notes which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law or (b) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 15 or Condition 17, as the case may be.

2.1.3 *EU Capital Requirements Regulation and Capital Requirements Directive*

The Luxembourg capital adequacy framework is based on Regulation (EU) No 575/2013 of the European Parliament and of the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms (the **Capital Requirements Regulation** or **CRR**) and Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms (the **Capital Requirements Directive** or **CRD IV**) (together, **CRD IV**), which implemented in the EU the framework for new capital and liquidity requirements intended to reinforce capital standards and to establish minimum liquidity standards for credit institutions and certain investment firms. Certain provisions of the CRD IV are further specified by the European Banking Authority (**EBA**) through technical standards approved by the European Commission as delegated acts.

The Capital Requirements Directive has been implemented in Luxembourg by the Luxembourg law of 5 April 1993 on the financial sector, as amended (the **Banking Act 1993**).

The Luxembourg financial sector supervisory authority (*Commission de Surveillance du Secteur Financier*, the **CSSF**) has supplemented the Banking Act 1993 by adopting certain regulations.

Under CRD IV, institutions are required to hold a minimum amount of regulatory capital expressed in risk weighted assets (**RWA**). In addition to these minimum "own funds" requirements under CRD IV, supervisors may require extra capital to cover other risks (thereby increasing the regulatory minimum required under CRD IV) and the Issuer may also decide to hold an additional amount of capital. CRD IV also introduced a number of capital buffers for additional risks that institutions, such as the Issuer, may be subject to. These buffers comprise: (i) the capital conservation buffer, (ii) the global systemically important institutions (**G-SIIs**) buffer, (iii) the other systemically important institutions (**O-SIIs**) buffer, (iv) the systemic risk buffer and (v) the institution-specific countercyclical capital buffer.

The Issuer has not been designated a G-SII. However, according to CSSF Regulation N° 19-09 of 29 October 2019 concerning systemically important institutions authorised in Luxembourg, the Issuer has been qualified by the CSSF as an O-SII within the meaning of article 59-3 of the Banking Act 1993 on the financial sector (as amended) due to its contribution to the Luxembourg economy, its exposure to the real estate market and its large base of Luxembourg deposits. The Issuer's O-SII buffer rate has been set at 0.5% as from 1 January 2019.

The current regime will however evolve as a result of the changes adopted by the EU legislators. On 7 June 2019, as part of the contemplated amendments to, among others, the CRR and CRD IV Directive, the following legislative texts have been published in the European Union's Official Journal:

- Regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending the CRR as regards the leverage ratio, the net stable funding ratio, requirements for own funds and eligible liabilities, counterparty credit risk, market risk, exposures to central counterparties, exposures to collective investment undertakings, large exposures, reporting and disclosure requirements (the **CRR II**),
- Directive (EU) 2019/879 of the European Parliament and of the Council of 20 May 2019 amending Directive 2014/59/EU of the European Parliament and of the Council of 15 May 2014 establishing a framework for the recovery and resolution of credit institutions and investment firms (the **BRRD** or **Bank Recovery and Resolution Directive**) as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms (the **BRRD II**),
- Regulation (EU) 2019/877 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (the **SRM**) as regards the loss-absorbing and recapitalisation capacity of credit institutions and investment firms (the **SRM II**), and
- Directive (EU) 2019/878 of the European Parliament and of the Council of 20 May 2019 amending CRD IV Directive as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures (**CRD V Directive** and, together with CRR II, the BRRD II and the SRM II, the **Banking Reforms**).

The Banking Reforms will introduce, among other things, the Total Loss Absorbing Capacity Term (**TLAC**) standard as implemented by the Financial Stability Board, by adapting, among others, the existing regime relating to the specific minimum requirements for own funds and eligible liabilities (**MREL**).

Regulatory action in the event of a failure of the Issuer could materially adversely affect the value of the Notes

The Basel Committee

The Basel Committee has been working on several policy and supervisory measures that aim to enhance the reliability and comparability of risk-weighted capital ratios and on 7 December 2017 finalised the Basel III post-crisis reforms, adopted by the Group of Governors and Heads of Supervision (GHOS), with the aim to strengthen certain components of the regulatory framework. This includes the revised standardised approaches (credit, market, and operational risk), review of the capital floor of the IRB framework and a leverage ratio surcharge buffer for global systemically important banks, such as G-SIIs at the EU level.

The new framework is in the process of being finalised for all the relevant work streams. The new setup will have a revolutionary impact on risk modelling: directly on the exposures assessed via standardised approach, but also indirectly on internal ratings based approach (**IRB**) RWA, due to the introduction of a new output floor (72.5% of the total risk-weighted assets using only the standardised approach). Also for counterparty exposures (generated by derivatives) the Basel Committee has retained internal models, but subject to a floor based on a percentage of the applicable standardised approach. Moreover, in the context of the revision of Credit Valuation Adjustment (**CVA**) risk framework, the revised framework provides for the adoption of a standardised approach and basic approach.

The implementation date for the reforms is the 1 January 2022, but the output floor will be phased-in in 6 years, starting as a 50% the 1 January 2022 and reaching the 72.5% as of the 1 January 2025. The implementation of the Fundamental Review of the Trading Book has been postponed by the Basel Committee to 1 January 2022 to allow the Basel Committee to finalise the remaining elements of the framework and align the implementation date to the one set for the Basel III post-crisis reforms.

The implementation of this new risk assessment framework may impact the calculation of BCEE's risk-weighted assets and consequently its capital ratios.

2.1.4 *EU Bank Recovery and Resolution Directive*

The directive 2014/59/EU establishing an EU-wide framework for the recovery and resolution of credit institutions and investment firms (the **Bank Recovery and Resolution Directive** or **BRRD**) is designed to provide the relevant resolution authorities with a credible set of tools to intervene sufficiently early and quickly in an unsound or failing relevant entity. This is to ensure the continuity of the relevant entity's critical financial and economic functions, while minimising the impact of a relevant entity's failure on the economy and financial system.

The BRRD has been implemented in Luxembourg by the law of 18 December 2015 on the failure of credit institutions and certain investment firms, as amended (the **Resolution Law**) which entered into force on 28 December 2015 (noting that, to date, its last amendment, BRRD II, still needs to be implemented). In line with the BRRD, the Resolution Law gives power to the CSSF in its capacity as a supervisory authority to take certain early intervention measures and gives power to the CSSF as the Luxembourg resolution authority to implement resolution measures.

The BRRD (and accordingly in Luxembourg the Resolution Law) contains four resolution tools which may be used by the relevant resolution authorities alone or in combination where a relevant entity is considered as failing or likely to fail:

- (a) sale of business – which enables resolution authorities to direct the sale of the relevant entity or the whole or part of its business on commercial terms;
- (b) bridge institution – which enables resolution authorities to transfer all or part of the business of the relevant entity to a "bridge institution" (an entity created for this purpose that is wholly or partially in public control);
- (c) asset separation – which enables resolution authorities to transfer assets to one or more publicly owned asset management vehicles to allow them to be managed and with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only); and
- (d) bail-in – which gives resolution authorities the power to write-down certain claims of unsecured creditors of a failing relevant entity and/or to convert certain unsecured debt claims including Senior Notes and Subordinated Notes to equity (**the Bail-In Tool**), which equity could also be subject to any future write-down. See "*Bail-in tool under the BRRD and the Resolution Law*" below for more details.

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

The BRRD also grants powers to enable the relevant resolution authorities to implement the resolution tools, including the power to replace or substitute the relevant institution as obligor in respect of debt instruments, the power to modify the terms of debt instruments (including altering the maturity and/or the amount of interest payable and/or imposing a temporary suspension on payments), and/or the power to discontinue the listing and admission to trading of financial instruments.

A relevant entity will be considered as failing or likely to fail when: it is, or is likely in the near future to be, in breach of its requirements for continuing authorisation; when its assets are, or are likely in the near future

to be, less than its liabilities; when it is, or is likely in the near future to be, unable to pay its debts as they fall due; or when it requires extraordinary public financial support (except in limited circumstances).

The resolution tools are intended to be used prior to the point at which any insolvency proceedings with respect to the relevant entity could have been initiated and only upon the relevant resolution authorities, i.e. the CSSF, acting in its capacity as resolution authority for Luxembourg, being satisfied that the relevant conditions for resolution contained in the BRRD have been met. The use of such tools, or perceived likelihood of them being used, could affect the market value of an investment in the relevant Notes.

Bail-in tool under the BRRD and the Resolution Law

The Bail-In Tool as required to be implemented under the BRRD has been implemented by the Resolution Law in Luxembourg. The Bail-In Tool can be used to recapitalise a relevant entity that is failing or about to fail, allowing resolution authorities (including the CSSF in Luxembourg under the Resolution Law) to restructure it through the resolution process and restore its viability after reorganisation and restructuring. The Bail-In Tool can be used to impose losses on holders of Notes by effecting the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Notes, as applicable, and/or the conversion of all or a portion of the principal amount of, interest on, or any other amounts payable on the Notes, as applicable, into shares or other equity instruments of the Issuer or another person, including by means of a variation to the terms of the Notes, in each case, to give effect to the exercise by the relevant resolution authority of such Bail-In Tool. This may result in holders of Notes losing some or all of their investment. Any indication or perception that Notes will become subject to a Bail-In Tool could have an adverse effect on the market price of the relevant Notes.

Loss absorption at the point of non-viability under the BRRD (and accordingly in Luxembourg the Resolution Law) and the SRM

The powers provided in the BRRD and the SRM to the relevant resolution authorities (including the SRB (as defined below), in cooperation with the CSSF) include mandatory write-down and conversion powers in respect of capital instruments, to ensure that relevant capital instruments (as the Subordinated Notes and the Senior Non Preferred Notes) fully absorb losses at the point of non-viability of the issuing entity and before any other resolution action is taken.

For the purposes of the application of the mandatory write-down and conversion power, the point of non-viability under the BRRD and SRM is the point at which (i) the relevant resolution authority determines that the relevant entity meets the conditions for resolution (but no resolution action has yet been taken) or (ii) the relevant authority or authorities, as the case may be, determine(s) that the relevant entity or its group will no longer be viable unless the relevant capital instruments (such as Subordinated Notes and the Senior Non Preferred Notes) are written down or converted into ordinary shares or (iii) extraordinary public financial support is required by the relevant entity other than, where the entity is an institution, for the purposes of remedying a serious disturbance in the economy of an EEA Member State and to preserve financial stability.

Holders of Subordinated Notes and the Senior Non Preferred Notes may be subject to write-down or conversion into equity on application of such mandatory write-down or conversion powers (without requiring such holders' consent), which may result in such holders losing some or all of their investment. Any indication or perception that Notes will become subject to such non-viability loss absorption measure could have an adverse effect on the market price of the relevant Notes.

Single Resolution Mechanism

The BRRD (implemented in Luxembourg by the Resolution Law) is complemented by the directly binding regulation (EU) No 806/2014 of the European Parliament and of the Council of 15 July 2014 establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of a Single Resolution Mechanism and a Single Resolution Fund (the **SRM**).

The SRM applies to institutions covered by the SSM. According to the selection criteria of the ECB, the Issuer has been identified as a "significant bank" and is thus centrally supervised under the SSM.

The SRM applies to the Issuer as a primary recovery and resolution code instead of the Luxembourg implementation measures relating to the BRRD, including in particular the Resolution Law. The SRM establishes a single European resolution board (consisting of representatives from the ECB, the European Commission and the relevant national resolution authorities) (the **SRB**) having resolution powers over the entities that are subject to the SRM, thus replacing or exceeding the powers of the national resolution authorities. The SRB is required to draw up and adopt a resolution plan for the entities subject to its powers, including the Issuer. It will also determine, after consultation with competent authorities, MREL requirements subject to write-down and conversion powers which the Issuer will be required to meet at all times. The SRB has determined the MREL targets for the Issuer at consolidated level by a decision of the Board in its Executive Session as of 12 March 2019. The binding MREL determination by the SRB shall be met at all times.

When early intervention measures, as set forth in the BRRD, are triggered by the national competent authorities, the SRB can also use certain powers of early intervention as set forth in the SRM, including the power to require an institution to contact potential purchasers in order to prepare for resolution of institution.

The SRB has the authority to exercise the specific resolution powers pursuant to the SRM similar to those of the national resolution authorities under the BRRD (i.e. for Luxembourg the CSSF in accordance with the Resolution Law). These specific resolution powers include the sale of business tool, the bridge institution tool, the asset separation tool, the Bail-In Tool and the mandatory write-down and conversion power in respect of capital instruments. The use of one or more of these tools will be included in a resolution scheme to be adopted by the SRB. National resolution authorities (i.e. for Luxembourg the CSSF in accordance with the Resolution Law) will remain responsible for the execution of the resolution scheme according to the instructions of the SRB.

The provisions relating to resolution plans and cooperation between the SRB and the national resolution authorities have been applied as of 1 January 2015. The resolution powers of the SRB took effect from 1 January 2016.

Effect of the resolution powers under the BRRD and the SRM

The resolution powers under the BRRD (as implemented in the relevant EU Member State, notably for the Issuer in Luxembourg by the Resolution Law) and the SRM impact on how credit institutions and investment firms in the EU are managed as well as, in certain circumstances, the rights of creditors. The exercise of any such resolution power, including the power of the Bail-In Tool under the BRRD or the SRM, as applicable, in respect of the Issuer and any Notes issued by the Issuer or any suggestion, or perceived suggestion, of such exercise could adversely affect the rights of the holders of such Notes, the price or the value of any Notes and/or the ability of the Issuer to satisfy its obligations under such Notes and could lead to the holders of the Notes losing some or all of their investment in the Notes. Prospective investors in the Notes should consult their own advisors as to the consequences of the SRM and the implementation of the BRRD, in particular in Luxembourg by the Resolution Law.

Depositor Preference

The BRRD establishes a preference in the insolvency hierarchy firstly, for insured deposits and secondly, for certain other deposits of individuals and micro, small and medium sized enterprises held in EEA or non-EEA branches of an EEA bank ("the other preferred deposits"). In addition, a new EU deposit guarantee schemes directive (Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 of 16 April 2014 on deposit guarantee schemes), which has been implemented in Luxembourg by the Resolution Law, increases the nature and quantum of insured deposits to include a wide range of deposits, including corporate deposits (unless the depositor is a public authority or financial institution) and some temporary high value deposits. The effect of these changes is generally to increase the size of the class of preferred creditors. All

such preferred deposits rank in the insolvency hierarchy ahead of all other unsecured senior creditors of the Issuer, including the holders of the Senior Preferred Notes and Senior Non-Preferred Notes. Furthermore, insured deposits are excluded from the scope of the Bail-In Tool. As a result, the Notes issued by the Issuer would be more likely to be bailed-in than certain other unsubordinated liabilities of the Issuer such as other preferred deposits.

2.1.5 *Waiver of set-off rights*

The terms of the Notes provide that Noteholders waive any set-off, netting, compensation or retention rights against any right, claim or liability the Issuer has, may have or acquires against any Noteholder, directly or indirectly, howsoever arising. As a result, Noteholders will not at any time be entitled to set-off the Issuer's obligations under such Notes against obligations owed by them to the Issuer.

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

The U.S. Hiring Incentives to Restore Employment Act imposes a 30 per cent. withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met (such instruments, Specified Notes). If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section "*Taxation – Hiring Incentives to Restore Employment Act*".

For purposes of withholding under the U.S. Foreign Account Tax Compliance Act, commonly known as FATCA, Specified Notes are subject to a different grandfathering rule than other Notes. Prospective investors should refer to the section "*Taxation – Foreign Account Tax Compliance Act*".

2.1.7 *US Withholding Tax under Section 871(m)*

Section 871(m) of the U.S. Internal Revenue Code of 1986, as amended imposes a 30 per cent. withholding tax on amounts attributable to U.S. source dividends that are paid or "deemed paid" under certain financial instruments if certain conditions are met (such instruments referred to as "Specified Notes"). If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld. Prospective investors should refer to the section "*Taxation – U.S. Dividend Equivalent Withholding*".

Investors should consult their tax adviser regarding the potential application of Section 871(m) Regulations to their investment in the Notes.

2.1.8 *FATCA and CRS*

Under the terms of the FATCA Law and CRS Law (as defined below), the Issuer is likely to be treated as a Luxembourg Reporting Financial Institution. As such, the Issuer may require all investors to provide documentary evidence of their tax residence and all other information deemed necessary to comply with the above mentioned regulations.

Should the Issuer become subject to a withholding tax and/or penalties as a result of non-compliance under the FATCA Law and/or penalties as a result of non-compliance under the CRS Law, the value of the Notes held by all holders of Notes may be materially affected.

Furthermore, the Issuer may also be required to withhold tax on certain payments to its investors which would not be compliant with FATCA (i.e. the so-called foreign passthru payments withholding tax obligation).

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

The conditions of the Notes are based on English law and Luxembourg law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to English or Luxembourg law or administrative practice after the date of this Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

2.1.10 Investors who hold less than the minimum the Specified Denomination may be unable to sell their Notes and may be adversely affected if definitive Notes are subsequently required to be issued

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

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

2.1.11 In respect of any Notes issued as Green Bonds, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor

The Final Terms (or Pricing Supplement in the case of Exempt Notes) relating to any specific Tranche of Notes may provide that it will be the Issuer's intention to apply the proceeds from an offer of those Notes specifically for projects and/or activities that promote climate-friendly and other environmental purposes (either in those words or otherwise) (**Green Projects**).

Prospective investors should have regard to the information in the relevant Final Terms (or Pricing Supplement in the case of Exempt Notes) regarding such use of proceeds and must determine for themselves the relevance of such information for the purpose of any investment in such Notes together with any other investigation such investor deems necessary. In particular no assurance is given by the Issuer that the use of such proceeds for any Green Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates (in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, the relevant Green Project). Furthermore, it should be noted that there is currently no clearly defined definition (legal, regulatory or otherwise) of, nor market consensus as to what constitutes, a "green" or "sustainable" or an equivalently- labelled project or as to what precise attributes are required for a particular project to be defined as "green" or "sustainable" or such other equivalent label nor can any assurance be given that such a clear definition or consensus will develop over time. Accordingly, no assurance is or can be given to investors that any projects or uses the subject of, or related to, any Green Projects will meet any or all investor expectations regarding such "green", "sustainable" or other equivalently-labelled performance objectives or that any adverse environmental, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Green Projects.

No assurance or representation is given as to the suitability or reliability for any purpose whatsoever of any opinion or certification of any third party (whether or not solicited by the Issuer) which may be made

available in connection with the issue of any Notes and in particular with any Green Projects to fulfil any environmental, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification is not, nor shall be deemed to be, incorporated in and/or form part of this Prospectus. Any such opinion or certification is not, nor should be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any such Notes. Any such opinion or certification is only current as of the date that such opinion was initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in such Notes. Currently, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

In the event that any such Notes are listed or admitted to trading on any dedicated "green", "environmental", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer or any other person that such listing or admission satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, sustainability or social impact of any projects or uses, the subject of or related to, any Green Projects. Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Nor is any representation or assurance given or made by the Issuer or any other person that any such listing or admission to trading will be obtained in respect of any such Notes or, if obtained, that any such listing or admission to trading will be maintained during the life of the Notes.

While it is the intention of the Issuer to apply the proceeds of any Notes so specified for Green Projects in, or substantially in, the manner described in the relevant Final Terms (or Pricing Supplement in the case of Exempt Notes), there can be no assurance that the relevant intended project(s) or use(s) the subject of, or related to, any Green Projects will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly such proceeds will be totally or partially disbursed for such Green Projects. Nor can there be any assurance that such Green Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer. Any such event or failure by the Issuer will not constitute an Event of Default under the Notes.

Any such event or failure to apply the proceeds of any issue of Notes for any Green Projects as aforesaid and/or withdrawal of any such opinion or certification or any such opinion or certification attesting that the Issuer is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any such Notes no longer being listed or admitted to trading on any stock exchange or securities market as aforesaid may have a material adverse effect on the value of such Notes and also potentially the value of any other Notes which are intended to finance Green Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

2.1.12 A Noteholder's actual yield on the Notes may be reduced from the stated yield by transaction costs

When Notes are purchased or sold, several types of incidental costs (including transaction fees and commissions) are incurred in addition to the current price of the security. These incidental costs may significantly reduce or even exclude the profit potential of the Notes.

For instance, credit institutions as a rule charge their clients for own commissions which are either fixed minimum commissions or pro-rata commissions depending on the order value. To the extent that additional – domestic or foreign – parties are involved in the execution of an order, including but not limited to domestic dealers or brokers in foreign markets, Noteholders must take into account that they may also be charged for the brokerage fees, commissions and other fees and expenses of such parties (third party costs).

In addition to such costs directly related to the purchase of securities (direct costs), Noteholders must also take into account any follow-up costs (such as custody fees). Investors should inform themselves about any additional costs incurred in connection with the purchase, custody or sale of the Notes before investing in the Notes.

2.1.13 A Noteholder's effective yield on the Notes may be diminished by the tax impact on that Noteholder, as the case may be, of its investment in the Notes

Payments of interest on the Notes, or profits realised by the Noteholder, as the case may be, upon the sale or repayment of the Notes, may be subject to taxation in its home jurisdiction or in other jurisdictions in which it is required to pay taxes. The tax impact on Noteholders generally is described under "Taxation" below; however, the tax impact on an individual Noteholder may differ from the situation described for Noteholders generally. The Issuer advises all investors to contact their own tax advisers for advice on the tax impact of an investment in the Notes.

2.2 Risks related to the market generally

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

2.2.1 The second market generally

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

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

2.2.2 The trading market for debt securities may be volatile and may be adversely impacted by many events

The market for debt securities issued by banks is influenced by economic and market conditions and, to varying degrees, market conditions, interest rates, currency exchange rates and inflation rates in other European and other industrialised countries. There can be no assurance that events in Europe or elsewhere will not cause market volatility or that such volatility will not adversely affect the price of Notes or that economic and market conditions will not have any other adverse effect.

2.2.3 Exchange rate risks

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

The Issuer will pay principal and interest on the Notes in the Specified Currency. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the Investor's Currency) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (a) the Investor's Currency-equivalent yield on the Notes,

(b) the Investor's Currency-equivalent value of the principal payable on the Notes and (c) the Investor's Currency-equivalent market value of the Notes.

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

2.2.4 The value of Fixed Rate Notes may be adversely affected by movements in market interest rates

Investment in Fixed Rate Notes involves the risk that if market interest rates subsequently increase above the rate paid on the Fixed Rate Notes, this will adversely affect the value of the Fixed Rate Notes.

2.2.5 Credit ratings assigned to the Issuer or any Notes may not reflect all the risks associated with an investment in those Notes

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

In general, European (including United Kingdom) regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU or the United Kingdom and registered under the CRA Regulation (and such registration has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). Such general restriction will also apply in the case of credit ratings issued by non-EU and non-UK credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered or UK registered credit rating agency or the relevant non-EU and non-UK rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). If the status of the rating agency rating the Notes changes, European (including United Kingdom) regulated investors may no longer be able to use the rating for regulatory purposes and the Notes may have a different regulatory treatment. This may result in European (including United Kingdom) regulated investors selling the Notes which may impact the value of the Notes and any secondary market. The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Certain information with respect to the credit rating agencies and ratings is set out on the cover of this Prospectus.

Credit rating agencies including Moody's, Standard & Poor's and others could seek to rate the Notes without having been requested to do so by the Issuer and if such unsolicited ratings are lower or higher than the comparable ratings assigned to the Notes by Fitch, Moody's and Standard & Poor's, those unsolicited ratings could have an effect on the market value and/or liquidity of the Notes. For the avoidance of doubt, all references to ratings in this Prospectus are to ratings by the specified rating agencies only.

2.2.6 Interests of the Dealers

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

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative

securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer's affiliates. Certain of the Dealers or their affiliates that have a lending relationship with the Issuer routinely hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such short positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

2.2.7 *Potential conflicts of interest*

Potential conflicts of interest may exist between the Calculation Agent (if any) and Noteholders (including where a Dealer acts as a calculation agent), including with respect to certain determinations and judgments that such Calculation Agent may make pursuant to the Conditions that may influence amounts receivable by the Noteholders during the term of the Notes and upon their redemption.

2.3 **Risks related to the structure of a particular feature of Notes**

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common features.

2.3.1 *Notes subject to optional redemption by the Issuer*

If the Issuer has the right to redeem any Notes at its option, this may limit the market value of the Notes concerned and an investor may not be able to reinvest the redemption proceeds in a manner which achieves a similar effective return

An optional redemption feature of Notes (including *Redemption for Tax Reasons* and *Capital Event Redemption*) is likely to limit their market value. During any period when the Issuer may elect to redeem, or is perceived to have the ability to redeem, Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes or where it is otherwise economically incentivised to redeem (for example following a change in applicable regulatory or tax treatment of the Notes). At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

2.3.2 *Risks relating to Automatic Early Redemption of the Notes*

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

In the event that the relevant level, value or price of an underlying reference asset(s) (the **Underlying Reference(s)**) approaches the level that triggers the Automatic Early Redemption Event, the Noteholder may not be able to sell the Notes in the secondary market before the occurrence of an Automatic Early Redemption Event (see also "*The secondary market generally*" above). If the Underlying Reference is listed on a different exchange to that on which the Notes are listed, the Automatic Early Redemption Event may

occur outside the normal trading hours of the exchange on which the Notes are listed. In this case, the Noteholder may not have an opportunity to sell the Notes in the secondary market before the Automatic Early Redemption Event occurs.

2.3.3 Risk of Loss Following Automatic Early Redemption of the Notes

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

2.3.4 Zero Coupon Notes are subject to higher price fluctuations than non-discounted notes

Changes in market interest rates have a substantially stronger impact on the prices of Zero Coupon Notes than on the prices of ordinary notes because the discounted issue prices are substantially below par. If market interest rates increase, Zero Coupon Notes can suffer higher price losses than other notes having the same maturity and credit rating. Due to their leverage effect, Zero Coupon Notes are a type of investment associated with a particularly high price risk

2.3.5 Notes issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates

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

2.3.6 Investors will not be able to calculate in advance their rate of return on Floating Rate Notes

A key difference between (i) Floating Rate Notes and (ii) Fixed Rate Notes is that interest income on Floating Rate Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Floating Rate Notes at the time they purchase them, so that their return on investment cannot be compared with that of investments having longer fixed interest periods. If the Terms and Conditions of the Notes provide for frequent interest payment dates, investors are exposed to the reinvestment risk if market interest rates decline. That is, investors may reinvest the interest income paid to them only at the relevant lower interest rates then prevailing.

2.3.7 Risks in relation to the interest derived on Range Accrual Notes

Investors should also note that the Coupon Amount payable in respect of Range Accrual Notes will depend on the frequency with which the Range Accrual Reference Rate falls between Lower Range and the Upper Range during the relevant Interest Period. The fewer the number of days the Range Accrual Reference Rate falls in this range during the relevant Interest Period, the lower the relevant interest in respect of such Interest Period. As a result, the interest amounts payable in respect of the Range Accrual Notes (and therefore the market value of the Range Accrual Notes) may be more volatile than for securities that do not include this feature.

Range Accrual Notes bearing or paying a floating or other variable rate of interest either will pay or, depending on the fulfilment of certain conditions, may pay a variable amount of interest on specified interest payment dates. Range Accrual Notes which bear or pay floating or other variable interest rates can be volatile investments. Investors who purchase Range Accrual Notes with a floating or other variable rate of interest, will be exposed to the risk of a fluctuating rate of interest and consequently variable interest amounts.

2.3.8 *Where Notes are issued on a partly paid basis, an investor who fails to pay any subsequent instalment of the issue price could lose all of his investment.*

The Issuer may issue Notes where the issue price is payable in more than one instalment. Any failure by an investor to pay any subsequent instalment of the issue price in respect of his Notes could result in such investor losing all of his investment.

2.3.9 *Inverse Floating Rate Notes*

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

2.3.10 *Physical Delivery Notes involve specific risks linked to the occurrence of a Settlement Disruption Event*

The value of Notes to be settled by way of physical delivery may be affected and/or the settlement of such Notes may be delayed if in the opinion of the Calculation Agent, delivery of the Asset Amount (being the amount of relevant asset relating to each Note as set out in the Final Terms (or Pricing Supplement in the case of Exempt Notes)) using the method of delivery specified in the applicable Final Terms (or Pricing Supplement in the case of Exempt Notes), or such other commercially reasonable manner as the Calculation Agent has determined, is impracticable because a Settlement Disruption Event has occurred and is continuing on the Delivery Date. A Settlement Disruption Event is an event beyond the control of the Issuer as a result of which, in the opinion of the Calculation Agent, delivery of the specified assets to be delivered by or on behalf of the Issuer is not practicable.

3. RISK FACTORS RELATING TO STRUCTURED NOTES

3.1 General risks relating to Structured Notes

An investment in Notes, the premium and/or the interest on or principal of which is determined by reference to one or more values of interest rates, shares or other indices or formulae, either directly or inversely, may entail significant risks not associated with similar investments in a conventional debt security, including the risks that the resulting interest rate will be less than that payable on a conventional debt security at the same time and/or that an investor may lose the value of its entire investment or part of it, as the case may be. Neither the current nor the historical value of the relevant interest rates, shares or other indices or formulae should be taken as an indication of future performance of such interest rates, shares or other indices or formulae during the term of any Notes.

3.2 No Claim against any Underlying Reference

A Note will not represent a claim against any underlying reference asset(s) (defined above) to which the amount of principal and/or interest payable or amount of specified assets deliverable in respect of the Notes is dependent and, in the event that the amount paid by the Issuer or value of the specified assets delivered on redemption of the Notes is less than the principal amount of the Notes, a Noteholder will not have recourse under a Note to any Underlying Reference. In addition, investing in a Note will not entitle the Noteholder to benefit from a voting right (if any) attached to an Underlying Reference.

An investment in Notes linked to one or more Underlying Reference may entail significant risks not associated with investments in conventional debt securities, including but not limited to the risks set out in this section "Risks related to the structure of a particular issues of Notes". The amount paid or value of the

specified assets delivered by the Issuer on redemption of such Notes may be less than the principal amount of the Notes, together with any accrued interest, and may in certain circumstances be zero.

3.3 Limited Exposure to Underlying Reference

If the applicable Final Terms (or Pricing Supplement in the case of Exempt Notes) provide that the exposure of any Index Linked Redemption Notes, Equity Linked Redemption Notes, Inflation Linked Interest Notes, and other Notes linked to one or more Underlying References is limited or capped to a certain level or amount, such Notes will not benefit from any upside in the value of any such Underlying References beyond such limit or cap.

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

Interest rates and indices which are deemed to be benchmarks are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes linked to or referencing such a benchmark.

Regulation (EU) 2016/1011 (the **Benchmarks Regulation**) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU (which, for these purposes, includes the United Kingdom). Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed).

The Benchmarks Regulation could have a material impact on any Notes linked to or referencing a benchmark, in particular, if the methodology or other terms of the benchmark are changed in order to comply with the requirements of the Benchmarks Regulation. Such changes could, among other things, have the effect of reducing, increasing or otherwise affecting the volatility of the published rate or level of the relevant benchmark.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

Specifically, the sustainability of LIBOR has been questioned as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of benchmark reforms) for market participants to continue contributing to such benchmarks. The FCA has indicated through a series of announcements that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021.

Separately, the euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, among other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system.

It is not possible to predict with certainty whether, and to what extent, LIBOR, EURIBOR or other benchmarks will continue to be supported going forwards. This may cause LIBOR, EURIBOR or other benchmarks to perform differently than they have done in the past, and may have other consequences which cannot be predicted. Such factors may have (without limitation) the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii)

triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to or, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

Investors should be aware that, if LIBOR were discontinued or otherwise unavailable, the rate of interest on Floating Rate Notes which reference LIBOR will be determined for the relevant period by the fall-back provisions applicable to such Notes. Depending on the manner in which the LIBOR rate is to be determined under the Terms and Conditions, this may (i) if ISDA Determination applies, be reliant upon the provision by reference banks of offered quotations for the LIBOR rate which, depending on market circumstances, may not be available at the relevant time or (ii) if Screen Rate Determination applies, result in the effective application of a fixed rate based on the rate which applied in the previous period when LIBOR was available. Any of the foregoing could have an adverse effect on the value or liquidity of, and return on, any Floating Rate Notes which reference LIBOR.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the Benchmarks Regulation reforms in making any investment decision with respect to any Notes linked to or referencing a benchmark.

3.5 There are particular risks associated with an investment in certain types of Notes such as Index Linked Redemption Notes, Inflation Linked Interest Notes or other notes linked to an Underlying Reference. In particular, an investor might receive less interest than expected or no interest in respect of such Notes and may lose some or all of the principal amount invested by it

The Issuer may issue Notes with principal or interest determined by reference to an index (including an inflation index) or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a Relevant Factor). Potential investors should be aware that:

- (a) the market price of such Notes may be very volatile;
- (b) they may receive no interest;
- (c) payment of principal or interest may occur at a different time or in a different currency than expected;
- (d) they may lose all or a substantial portion of their principal;
- (e) a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices or may cease to exist or be published;
- (f) if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable likely will be magnified; and
- (g) the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

The historical experience of an index should not be viewed as an indication of the future performance of such index during the term of any Index Linked Redemption Notes or Inflation Linked Interest Notes. Accordingly, each potential investor should consult its own financial and legal advisers about the risk entailed by an investment in any Index Linked Redemption Notes or Inflation Linked Interest Notes and the suitability of such Notes in light of their particular circumstances.

3.6 The particular risks involved in an investment in Index Linked Redemption Notes or other notes linked to an Underlying Reference include volatility, effects of leverage and the loss of part of or all principal amount invested

The Issuer may issue Notes where the amount of principal payable is dependent upon the level of an index or indices, or upon a formula encompassing a combination of a number of components, which can be indices or securities or derivatives or any other component (**Index Linked Redemption Notes**).

Potential investors in any such Notes should be aware that depending on the terms of the Index Linked Redemption Notes (i) payment of principal may occur at a different time than expected and (ii) they may lose all or a substantial portion of their investment.

If the amount of principal payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of the index or the indices or the components of the formula on principal payable will be magnified. The market price of such Notes may be volatile and may depend on the time remaining to the redemption date and the volatility of the level of the index or indices or of any component of the formula. The level of the index, indices, components or the formula may be affected by the economic, financial and political events in one or more jurisdictions, including but not limited to the stock exchange(s) or quotation system(s) on which any securities comprising the index, indices or the formula may be traded.

3.7 Investors in Equity Linked Redemption Notes or other notes linked to an Underlying Reference are exposed to volatility risks, leverage risks or performance of the share risks

The Issuer may issue Notes where the amount of principal payable is dependent upon the price of, or changes in the price of, share(s) or where, depending on the price of or change in the price of shares, on redemption the Issuer's obligation is to deliver specified assets (**Equity Linked Redemption Notes**).

Potential investors in any such Notes should be aware that depending on the terms of the Equity Linked Redemption Notes (i) payment of principal or delivery of any specified assets may occur at a different time than expected and (ii) they may lose all or a substantial portion of their investment.

If the amount of principal payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the price of the share(s) on principal payable will be magnified.

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

3.8 There are specific risks associated with an investment in Inflation Linked Interest Notes

The Issuer may issue Notes where the amount of interest payable is dependent upon changes in the level of inflation (**Inflation Linked Interest Notes**).

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

expectations. In general, the earlier the change in the level of inflation or result of a formula, the greater the effect on yield.

If the amount of interest payable is determined in conjunction with a multiplier greater than one or by reference to some other leverage factor, the effect of changes in the level of inflations or the components of the formula on interest payable will be magnified. The market price of such Notes may be volatile and may depend on the time remaining to the redemption date and the volatility of the level of inflation or of any component of the formula. The level of inflation, components or the formula may be affected by the economic, financial and political events in one or more jurisdictions, including but not limited to the stock exchange(s) or quotation system(s) on which any securities comprising the inflation level or the formula may be traded.

In addition, the decision to purchase Inflation Linked Interest Notes involves complex financial appreciations and risks as the inflation cannot be foreseen with any degree of certainty. The yield of Inflation Linked Interest Notes may be lower than the yield of non-inflation linked interest notes. The Issuer makes no representation as to the tax treatment of such Notes or as to the lawfulness of the purchase of such Notes in any jurisdiction.

3.9 Market Disruption and adjustments provisions may affect the value and liquidity of the Notes as well as postpone due dates for payment

If an issue of Index Linked Redemption Notes, Equity Linked Redemption Notes, Inflation Linked Interest Notes or other notes linked to an Underlying Reference includes provisions dealing with the occurrence of a Market Disruption Event or any other event, however defined, set out under Conditions 21 to 24 and affecting such Note (a Disruption Event) on a Valuation Date, Observation Date, Averaging Date or any other relevant date and the Calculation Agent determines that a Disruption Event has occurred or exists on such Valuation Date, Observation Date, such Averaging Date, any consequential postponement of the Valuation Date, Observation Date or Averaging Date or any other relevant date, alternative provisions for valuation provided in any such Notes may have an adverse effect on the value and liquidity of such Notes. The timing of such dates (as scheduled or as so postponed or adjusted) may affect the value of the relevant Notes such that the Noteholder may receive a lower cash redemption amount and/or interest amount or other payment under the relevant Notes than otherwise would have been the case. The occurrence of such a Disruption Event in relation to any Underlying Reference comprising a basket may also have such an adverse effect on Notes related to such basket. In addition, any such consequential postponement may result in the postponement of the relevant due date for payment under the Notes and/or Maturity Date.

3.10 Potential Loss of the Noteholder's Investment in the Notes

Each Noteholder may receive a Final Redemption Amount, a SPS Final Payout and/or physical delivery of the Asset Amount or the Entitlement Amount the aggregate value of which may be less than the value of the Noteholder's investment in the relevant Notes. In certain circumstances Noteholders may lose the entire value of their investment.

3.11 Variable rate Notes with a multiplier or other leverage factor

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

3.12 If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate, or vice versa, this may affect the secondary market and the market value of the Notes concerned

Fixed/Floating Rate Notes are Notes which bear interest at a rate that converts from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to convert the interest basis, and any conversion of

the interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on those Notes and could affect the market value of an investment in the relevant Notes.

4. RISK FACTORS RELATING TO SUBORDINATED NOTES

4.1 An investor in Subordinated Notes assumes an enhanced risk of loss in the event of the Issuer's insolvency

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

4.2 The Subordinated Notes may be redeemed prior to maturity

Unless the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) specify otherwise, in the event that as a result of a change in law or regulations of Luxembourg, or in the official application of such laws or regulations or any political subdivision or any authority thereof or therein having power to tax, or any change in the application of such laws or regulations which change or amendment becomes effective on or after the Issue Date, which change the Issuer demonstrates to the satisfaction of the Regulator was material and was not reasonably foreseeable as at the Issue Date (i) (A) the Issuer has or would become obliged to pay additional amounts as provided or referred to in Condition 7 of the Terms and Conditions of the Subordinated Notes, and (B) such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or (ii) the Issuer would not be entitled to claim a deduction in respect of any payments in computing its taxation liabilities or the amount of the deduction would be materially reduced, provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts or would not be entitled to claim a deduction were a payment in respect of the Notes then due. The Issuer may redeem all outstanding Notes in accordance with the Terms and Conditions of the Subordinated Notes, subject to the prior consent of the Regulator and satisfaction of certain requirements.

In addition, unless the applicable Final Terms (or, in the case of Exempt Notes, the applicable Pricing Supplement) specify otherwise, the Issuer may redeem all outstanding Notes upon the occurrence of a Capital Event, in accordance with the Terms and Conditions of the Subordinated Notes, subject to the consent of the Regulator and satisfaction of certain requirements.

In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes. See also "*Notes subject to optional redemption by the Issuer*".

4.3 Limited remedies for non-payment under Subordinated Notes

The sole remedy against the Issuer available to the holders of Subordinated Notes for recovery of amounts owing in respect of any non-payment of principal or interest in respect of the Subordinated Notes will be to ask the relevant authorities to institute proceedings in Luxembourg (but not elsewhere) in accordance with Part III of the Resolution Law, to the extent set out in Condition 9.2(a)(ii) under "*Terms and Conditions of the Notes*". As such, the remedies available to holders of Subordinated Notes are more limited than those typically available to holders of unsubordinated debt of the Issuer.

In addition, holders of Subordinated Notes may only accelerate the maturity of such Subordinated Notes if an order is made or an effective resolution is passed for the Liquidation (as defined under "*Terms and Conditions of the Notes*") of the Issuer in Luxembourg and, if accelerated, may claim payment in respect of the Subordinated Notes only in the Liquidation of the Issuer.

There is no restriction on the amount or type of further instruments or indebtedness that the Issuer may issue, incur or guarantee

There is no restriction on the amount or type of further instruments or indebtedness that the Issuer may issue, incur or guarantee, that rank senior to, or *pari passu* with, the Subordinated Notes. As a result, this may reduce the amount recoverable by holders of Subordinated Notes on a Liquidation of the Issuer and may limit the Issuer's ability to meet its obligations under the Subordinated Notes. In addition, the Subordinated Notes do not contain any restriction on the Issuer's ability to issue securities that may have preferential rights to the Subordinated Notes or securities with similar or different provisions.

4.4 Subordinated Notes may be subject to loss absorption on any application of the Bail-In Tool or at the point of non-viability of the Issuer

Holders of Subordinated Notes may be subject to write-down or conversion into equity on application of such mandatory write-down or conversion powers (without requiring such holders' consent), which may result in such holders losing some or all of their investment. Any indication or perception that Subordinated Notes will become subject to such non-viability loss absorption measure could have an adverse effect on the market price of the relevant Subordinated Notes. See "*EU Bank Recovery and Resolution Directive*".

4.5 The obligation of the Issuer to pay additional amounts in respect of any withholding or deduction of taxes is limited to payments of interest under the Subordinated Notes

The obligation of the Issuer to pay additional amounts in respect of any withholding or deduction of taxes imposed under the laws of Luxembourg under Condition 7 of the Terms and Conditions of the Subordinated Notes apply only to payments of interest and not to payments of principal due under the Subordinated Notes. As such, the Issuer is not required to pay any additional amounts under Condition 7 of the Terms and Conditions of the Subordinated Notes to the extent any withholding or deduction applies to payments of principal under the Subordinated Notes. Accordingly, if any such withholding or deduction were to apply to any payments of principal under the Subordinated Notes, holders of Subordinated Notes may receive less than the full amount due under the Subordinated Notes.

5. RISK FACTORS RELATING TO SENIOR NON PREFERRED NOTES

5.1 Holders of Senior Non Preferred Notes may not be able to exercise their rights on an event of default in the event of the exercise of any resolution tools under the BRRD (as implemented through the Resolution Law)

Noteholders will have limited ability to accelerate the maturity of their Senior Non Preferred Notes. The terms of such Notes do not provide for any events of default, except in the limited circumstances set out in Condition 9.1 (b) of the Terms and Conditions of the Notes. In the event that any payment on such Notes is not made when due, each Noteholder will have a right to ask the relevant authorities to institute liquidation (*liquidation*) or reprieve from payment (*sursis de paiement*) proceedings in Luxembourg (but not elsewhere) in accordance with Part II of the Resolution Law in respect of the Issuer.

As mentioned above, the Issuer may be subject to the exercise of any resolution tools under the BRRD (as implemented through the Resolution Law). Pursuant to the Resolution Law, the adoption of any such procedure shall not itself constitute an event of default or entitle any counterparty of the Issuer to exercise any rights it may otherwise have in respect thereof. Any provision providing for such rights shall further be deemed not to apply, although this does not limit the ability of a counterparty to declare any event of default and exercise its rights accordingly where an event of default arises either before or after the exercise of any

such procedure and does not necessarily relate to the exercise of any relevant measure or power which has been applied pursuant to the Resolution Law.

Any enforcement by a Noteholder of its rights in respect of such Notes upon the occurrence of an event of default following the adoption of any early intervention or any resolution procedure will, therefore, be subject to the relevant provisions of the BRRD and the Resolution Law in relation to the exercise of the relevant measures and powers pursuant to such procedure, including the resolution tools and powers referred to above (see "*EU Bank Recovery and Resolution Directive*" above). Any claims on the occurrence of an event of default will consequently be limited by the application of any measures pursuant to the provisions of the Resolution Law. There can be no assurance that the taking of any such action would not adversely affect the rights of Noteholders, the price or value of their investment in such Notes and/or the ability of the Issuer to satisfy its obligations under such Notes and the enforcement by a Noteholder of any rights it may otherwise have on the occurrence of any event of default may be further limited in these circumstances.

5.2 Senior Non Preferred Notes are senior non preferred obligations and are junior to certain obligations

Senior Non Preferred Notes constitute direct, unconditional, unsecured and senior (*chirographaires*) obligations of the Issuer according to the ranking referred to in article 108-2(c) of the BRRD and the ranking referred to in the Luxembourg law of 25 July 2018 (amending the Resolution Law in this respect) and rank within the senior and unsecured liabilities of the Issuer:

- (a) *pari passu* and without any preference among themselves;
- (b) *pari passu* with any other obligations or instruments of the Issuer that rank, or are expressed to rank, equally with the Senior Non Preferred Notes;
- (c) senior to the Issuer's Subordinated Obligations (as defined in the Terms and Conditions of the Notes); and
- (d) junior to the Issuer's Statutory Ordinary Senior Liabilities (as defined in the Terms and Conditions of the Notes).

Upon the insolvency of the Issuer or if any order is made or resolution passed for the Liquidation (as defined in the Terms and Conditions of the Notes) of the Issuer, save as may be provided by mandatory applicable legislation in relation to creditors' rights, Noteholders will have a right to payment under Senior Non Preferred Notes:

- (i) only after, and subject to, payment in full in respect of Statutory Ordinary Senior Liabilities or any claims benefiting from statutory preferences or otherwise ranking in priority to Senior Non Preferred Notes; and
- (ii) in full, in priority to claims in respect of Subordinated Obligations and other claims otherwise ranking junior to the Statutory Second Ranking Senior Liabilities (as defined in the Terms and Conditions of the Senior Notes and the Senior Non Preferred Notes).

The Issuer's Statutory Ordinary Senior Liabilities would include, among other liabilities, its deposit obligations, its obligations in respect of derivatives and other financial contracts and its unsecured and unsubordinated debt securities that are not expressed to rank *pari passu* with Senior Non Preferred Notes or other Senior Parity Liabilities (as defined in the Terms and Conditions of the Notes). If the Issuer does not have sufficient assets to settle the claims of higher ranking creditors in full, the claims of the Noteholders under Senior Non Preferred Notes will not be satisfied. Noteholders will participate *pari passu* in any distribution of assets available to satisfy all claims in respect of its senior and unsecured liabilities with the creditors under any other Senior Parity Liabilities if the Issuer does not have sufficient funds to make full payment to all of them.

In addition, in the event of the exercise of a Bail-In Tool, the Issuer's eligible liabilities (including Senior Non Preferred Notes) could be subject to bail-in, meaning the potential write-down or conversion into equity securities or other instruments. See "*Bail-in tool under the BRRD and the Resolution Law*" above. The sequence of any resulting write-down or conversion of eligible instruments under Article 48 of the BRRD and Article 49 of the Resolution Law provides for claims to be written-down or converted into equity in accordance with the hierarchy of claims provided in the Resolution Law. Because the terms of Senior Non Preferred Notes will provide that they are senior non preferred liabilities, the Issuer expects them to be written down or converted in full after any Subordinated Obligations of the Issuer and before any of the Issuer's Statutory Ordinary Senior Liabilities are written down or converted.

5.3 The qualification of any Senior Non Preferred Notes as MREL Eligible Instruments is subject to uncertainty

It is intended that any Senior Non Preferred Notes that are issued will be MREL Eligible Instruments under the MREL Regulations (each as defined in the Terms and Conditions of the Notes). However, there is uncertainty regarding the final substance of the applicable MREL Regulations and how those regulations, once enacted, are to be interpreted and applied and the Issuer cannot provide any assurance that any Senior Non Preferred Notes will be (or thereafter remain) MREL Eligible Instruments.

Because of the uncertainty surrounding the substance of the Banking Reforms and in particular the final regulations implementing the MREL requirements and their interpretation and application and any potential changes to the regulations giving effect to MREL (as defined in the Terms and Conditions of the Notes), the Issuer cannot provide any assurance that any Senior Non Preferred Notes will ultimately be MREL Eligible Instruments. If for any reasons any Senior Non Preferred Notes are not MREL Eligible Instruments or if such Notes initially are MREL Eligible Instruments and subsequently become ineligible due to a change in Luxembourg law or applicable MREL Regulations, then an MREL Disqualification Event (as defined in the Terms and Conditions of the Notes) will occur, with the consequences indicated below. See — "*Senior Non Preferred Notes may be redeemed prior to maturity upon the occurrence of an MREL Disqualification Event*" below.

5.4 Senior Non Preferred Notes may be redeemed prior to maturity upon the occurrence of an MREL Disqualification Event

The Issuer may, at its option, redeem Senior Non Preferred Notes upon or following the occurrence of an MREL Disqualification Event.

As part of the Banking Reforms, CRR II has been adopted. Once Banking Reforms and the CRR II are fully applicable, they will require that the Issuer shall obtain the prior permission of the resolution authority to effect the call, redemption, repayment or repurchase of MREL Eligible Instruments prior to the date of their contractual maturity.

According to Article 78a of the CRR, as amended by CRR II, such consent will be given only if either of the following conditions are met:

- (a) before or at the same time of, the redemption request, the Issuer replaces the MREL Eligible Instruments with own funds or eligible liabilities instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or
- (b) the Issuer has demonstrated to the satisfaction of the resolution authority that the own funds and eligible liabilities of the Issuer would, following the redemption request, exceed the MREL requirements (as a requirement in MREL Regulations) by a margin that the resolution authority, in agreement with the competent authority considers necessary; or

- (c) the Issuer has demonstrated to the satisfaction of the resolution authority that the partial or full replacement of the MREL Eligible Instruments with own funds instruments is necessary to ensure compliance with the own funds requirements for continuing authorisation.

It is not possible to predict whether or not any Senior Non Preferred Notes will qualify as MREL Eligible Instruments (see "*The qualification of any Senior Non Preferred Notes as MREL Eligible Instruments is subject to uncertainty*" above) or if any further change in the laws or regulations of Luxembourg will occur in relation to the applicable MREL Regulations and so lead to the circumstances in which the Issuer is able to elect to redeem the Senior Non Preferred Notes, and if so whether or not the Issuer will elect to exercise such option to redeem any Senior Non Preferred Notes or any prior consent of the competent authority, if required, will be given. The Issuer may be expected to redeem Senior Non Preferred Notes when its cost of borrowing is lower than the interest rate on such Senior Non Preferred Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on such Senior Non Preferred Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

5.5 Senior Non Preferred Notes may be subject to substitution and/or variation without Noteholder consent

Subject as provided herein, in particular to the provisions of Condition 10 of the Terms and Conditions of the Notes, if an MREL Eligibility Event, a Rating Methodology Event, an Alignment Event and/or a Tax Event (each term as defined in the Terms and Conditions of the Notes) occurs, the Issuer may, at its option, and without further consent or approval of the Noteholders, elect either (i) to substitute all (but not some only) of the Senior Non Preferred Notes or (ii) to modify the terms of all (but not some only) of such Senior Non Preferred Notes, in each case so that they are substituted for, or varied to, become, or remain, Qualifying Notes (as defined in the Terms and Conditions of the Notes). While Qualifying Notes generally must contain terms that are materially no less favourable to Noteholders as the original terms of the Senior Non Preferred Notes, there can be no assurance that the terms of any Qualifying Notes will be viewed by the market as equally favourable, or that the Qualifying Notes will trade at prices that are equal to the prices at which the Senior Non Preferred Notes would have traded on the basis of their original terms.

Further, prior to the making of any such substitution or variation, the Issuer, shall not be obliged to have regard to the tax position of individual Noteholders or to the tax consequences of any such substitution or variation for individual Noteholders. No Noteholder shall be entitled to claim, whether from the Fiscal Agent, the Issuer, or any other person, any indemnification or payment in respect of any tax consequence of any such substitution or variation upon individual Noteholders.

5.6 Changes in law may adversely affect the rights of holders of Senior Non Preferred Notes

Changes in law after the issue date in respect of any Senior Non Preferred Notes may affect the rights of Noteholders as well as the market value of such Senior Non Preferred Notes. No assurance can be given as to the impact of any possible judicial decision or change to European or Luxembourg law or administrative practice after the date of issue. Such changes in law may include changes in statutory, tax and regulatory regimes during the life of Senior Non Preferred Notes, which may have an adverse effect on an investment in Senior Non Preferred Notes. See, in particular, the Banking Reforms described above.

Furthermore, any change in the laws or regulations of Luxembourg, applicable MREL Regulations or the application or interpretation thereof may in certain circumstances result in the Issuer having the option to redeem, substitute or vary the terms of Senior Non Preferred Notes (see "*Senior Non Preferred Notes may be redeemed prior to maturity upon the occurrence of an MREL Disqualification Event*" and "*Senior Non Preferred Notes may be subject to substitution and/or variation without Noteholder consent*" above). In any such case, Senior Non Preferred Notes would cease to be outstanding, be substituted or be varied, each of which actions could materially and adversely affect investors and frustrate investment strategies and goals.

Such legislative and regulatory uncertainty could also affect an investor's ability to accurately value Senior Non Preferred Notes and, therefore, affect the trading price of Senior Non Preferred Notes given the extent and impact that one or more regulatory or legislative changes, including those described above, could have on Senior Non Preferred Notes.

Furthermore, the financial services industry continues to be the focus of significant regulatory change and scrutiny which may adversely affect the Issuer's business, financial performance, capital and risk management strategies. Such regulatory changes, and the resulting actions taken to address such regulatory changes, may have an adverse impact on the Issuer's performance and financial condition, which could in turn affect levels of CET1 capital and risk weighted assets and, therefore, the resulting CET1 ratio and the levels of capital, leverage and additional loss absorbing capacity resources more generally. It is not yet possible to predict the detail of such legislation or regulatory rulemaking or the ultimate consequences to the Issuer or the Noteholders, which could be material to the rights of holders of Senior Non Preferred Notes and/or the ability of the Issuer to satisfy its obligations under any Senior Non Preferred Notes.

5.7 Second ranking senior securities are new types of instruments for which there is limited trading history

As at the date of this Prospectus, there is a very limited trading history for senior non preferred notes of Luxembourg financial institutions. Market participants, including credit rating agencies, are in the initial stages of evaluating the risks associated with senior non preferred liabilities. The credit ratings assigned to any Senior Non Preferred Notes may change as the rating agencies refine their approaches, and the value of such securities may be particularly volatile as the market becomes more familiar with them. It is possible that, over time, the credit ratings and value of any Senior Non Preferred Notes will be lower than those expected by investors at the time of issuance of any Senior Non Preferred Notes. If so, Noteholders may incur losses in respect of their investments in any Senior Non Preferred Notes.

INFORMATION RELATING TO NON-EXEMPT OFFERS OF NOTES

Restrictions on Non-exempt Offers of Notes in relevant Member States of the EEA and the United Kingdom

This Prospectus has been prepared on a basis that permits Non-exempt Offers of Notes in each State in relation to which the Issuer has given its consent (from amongst Member States and the United Kingdom) as specified in the applicable Final Terms (each specified State a **Non-exempt Offer Jurisdiction** and together the **Non-exempt Offer Jurisdictions**). Any person making or intending to make a Non-exempt Offer of Notes on the basis of this Prospectus must do so only with the Issuer's consent to the use of this Prospectus as provided under "*Consent given in accordance with Article 5(1) of the Prospectus Regulation*" below and provided such person complies with the conditions attached to that consent.

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

Consent given in accordance with Article 5(1) of the Prospectus Regulation

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

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

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

If, in the context of a Non-exempt Offer, an Investor is offered Notes by a person which is not an Authorised Offeror, the Investor should check with that person whether anyone is responsible for this Prospectus for the purposes of the relevant Non-exempt Offer and, if so, who that person is. If the Investor is in any doubt about whether it can rely on this Prospectus and/or who is responsible for its contents it should take legal advice.

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

Consent

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

Specific Consent

- (a) the Issuer consents to the use of this Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of such Notes during the relevant Offer Period stated in the applicable Final Terms by:
 - (i) the relevant Dealer(s) or Manager(s) stated in the applicable Final Terms;
 - (ii) any financial intermediaries specified in the applicable Final Terms; and
 - (iii) any other financial intermediary appointed after the date of the applicable Final Terms and whose name is published on the Issuer's website (www.bcee.lu) and identified as an Authorised Offeror in respect of the relevant Non-exempt Offer; and

General Consent

- (b) if (and only if) Part B of the applicable Final Terms specifies **General Consent** as **Applicable**, the Issuer hereby offers to grant its consent to the use of this Prospectus (as supplemented as at the relevant time, if applicable) in connection with a Non-exempt Offer of Notes during the relevant Offer Period stated in the applicable Final Terms by any other financial intermediary which satisfies the following conditions:
 - (i) it is authorised to make such offers under applicable legislation implementing the Markets in Financial Instruments Directive (Directive 2014/65/EU); and
 - (ii) it accepts the Issuer's offer to grant consent to the use of this Prospectus by publishing on its website the following statement (with the information in square brackets duly completed) (the **Acceptance Statement**):

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

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

- (A) will, and it agrees, represents, warrants and undertakes for the benefit of the Issuer and the relevant Dealer that it will, at all times in connection with the relevant Non-exempt Offer:
 - I. act in accordance with, and be solely responsible for complying with, all applicable laws, rules, regulations and guidance of any applicable regulatory bodies (the **Rules**) from time to time including, without limitation and in each case, Rules relating to both the appropriateness or suitability of any investment in the Notes by any person and disclosure to any potential Investor;
 - II. comply with the restrictions set out under "*Subscription and Sale*" in this Prospectus which would apply as if the relevant financial intermediary were

a Dealer and consider the relevant manufacturer's target market assessment and distribution channels identified under the "MiFID II product governance" legend set out in the applicable Final Terms;

- III. ensure that any fee (and any other commissions or benefits of any kind) received or paid by that the relevant financial intermediary in relation to the offer or sale of the Notes does not violate the Rules and, to the extent required by the Rules, is fully and clearly disclosed to Investors or potential Investors;
- IV. hold all licences, consents, approvals and permissions required in connection with solicitation of interest in, or offers or sales of, the Notes under the Rules;
- V. comply with applicable anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules (including, without limitation, taking appropriate steps, in compliance with such Rules, to establish and document the identity of each potential Investor prior to initial investment in any Notes by the Investor), and will not permit any application for Notes in circumstances where the financial intermediary has any suspicions as to the source of the application monies;
- VI. retain Investor identification records for at least the minimum period required under applicable Rules, and shall, if so requested and to the extent permitted by the Rules, make such records available to the relevant Dealer, the Issuer or directly to the appropriate authorities with jurisdiction over the Issuer and/or the relevant Dealer in order to enable the Issuer and/or the relevant Dealer to comply with anti-money laundering, anti-bribery, anti-corruption and "know your client" Rules applying to the Issuer and the relevant Dealer, as the case may be;
- VII. ensure that it does not, directly or indirectly, cause the Issuer or the relevant Dealer to breach any Rule or subject the Issuer or the relevant Dealer to any requirement to obtain or make any filing, authorisation or consent in any jurisdiction;
- VIII. immediately inform the Issuer and the relevant Dealer if at any time it becomes aware, or suspects, that it is or may be in violation of any Rules and take all appropriate steps to remedy such violation and comply with such Rules in all respects;
- IX. comply with the conditions to the consent referred to under "*Common conditions to consent*" below and any further requirements or other Authorised Offeror Terms relevant to the Non-exempt Offer as specified in the applicable Final Terms;
- X. make available to each potential Investor in the Notes this Prospectus (as supplemented as at the relevant time, if applicable), the applicable Final Terms and any applicable information booklet provided by the Issuer for such purpose, and not convey or publish any information that is not contained in or entirely consistent with the Prospectus and the applicable Final Terms;
- XI. if it conveys or publishes any communication (other than this Prospectus or any other materials provided to such financial intermediary by or on behalf

of the Issuer for the purposes of the relevant Non-exempt Offer) in connection with the relevant Non-exempt Offer, it will ensure that such communication (a) is fair, clear and not misleading and complies with the Rules, (b) states that such financial intermediary has provided such communication independently of the Issuer, that such financial intermediary is solely responsible for such communication and that none of the Issuer and the relevant Dealer accepts any responsibility for such communication and (c) does not, without the prior written consent of the Issuer, or the relevant Dealer (as applicable), use the legal or publicity names of the Issuer or the relevant Dealer or any other name, brand or logo registered by an entity within their respective groups or any material over which any such entity retains a proprietary interest, except to describe the Issuer as issuer of the relevant Notes on the basis set out in this Prospectus;

- XII. ensure that no holder of Notes or potential Investor in Notes shall become an indirect or direct client of the Issuer or the relevant Dealer for the purposes of any applicable Rules from time to time, and to the extent that any client obligations are created by the relevant financial intermediary under any applicable Rules, then such financial intermediary shall perform any such obligations so arising;
- XIII. co-operate with the Issuer and the relevant Dealer in providing relevant information (including, without limitation, documents and records maintained pursuant to paragraph (VI) above) and such further assistance as is reasonably requested upon written request from the Issuer or the relevant Dealer in each case, as soon as is reasonably practicable and, in any event, within any time frame set by any such regulator or regulatory process. For this purpose, relevant information is information that is available to or can be acquired by the relevant financial intermediary:
 - (a) in connection with any request or investigation by any regulator in relation to the Notes, the Issuer or the relevant Dealer; and/or
 - (b) in connection with any complaints received by the Issuer and/or the relevant Dealer relating to the Issuer and/or the relevant Dealer or another Authorised Offeror including, without limitation, complaints as defined in the Rules; and/or
 - (c) which the Issuer or the relevant Dealer may reasonably require from time to time in relation to the Notes and/or as to allow the Issuer or the relevant Dealer fully to comply with its own legal, tax and regulatory requirements;
- XIV. during the period of the initial offering of the Notes:
 - (a) only sell the Notes at the Issue Price specified in the applicable Final Terms (unless otherwise agreed with the relevant Dealer);
 - (b) only sell the Notes for settlement on the Issue Date specified in the applicable Final Terms;
 - (c) not appoint any sub-distributors (unless otherwise agreed with the relevant Dealer);

- (d) not pay any fee or remuneration or commissions or benefits to any third parties in relation to the offering or sale of the Notes (unless otherwise agreed with the relevant Dealer); and
 - (e) comply with such other rules of conduct as may be reasonably required and specified by the relevant Dealer; and
- XV. either (a) obtain from each potential Investor an executed application for the Notes, or (b) keep a record of all requests the relevant financial intermediary (x) makes for its discretionary management clients, (y) receives from its advisory clients and (z) receives from its execution-only clients, in each case prior to making any order for the Notes on their behalf, and in each case maintain the same on its files for so long as is required by any applicable Rules;
- (B) agrees and undertakes to each of the Issuer and the relevant Dealer that if it or any of its respective directors, officers, employees, agents, affiliates and controlling persons (each a **Relevant Party**) incurs any losses, liabilities, costs, claims, charges, expenses, actions or demands (including reasonable costs of investigation and any defence raised thereto and counsel's fees and disbursements associated with any such investigation or defence) (a **Loss**) arising out of or in relation to, or in connection with, any breach of any of the foregoing agreements, representations, warranties or undertakings by the relevant financial intermediary, including (without limitation) any unauthorised action by the relevant financial intermediary or failure by it to observe any of the above restrictions or requirements or the making by it of any unauthorised representation or the giving or use by it of any information which has not been authorised for such purposes by the Issuer or the relevant Dealer, the relevant financial intermediary shall pay to the Issuer or the relevant Dealer, as the case may be, an amount equal to the Loss. None of the Issuer nor any Dealer shall have any duty or obligation, whether as fiduciary or trustee for any Relevant Party or otherwise, to recover any such payment or to account to any other person for any amounts paid to it under this provision; and
- (C) agrees and accepts that:
 - I. the contract between the Issuer and the relevant financial intermediary formed upon acceptance by the relevant financial intermediary of the Issuer's offer to use the Prospectus with its consent in connection with the relevant Non-exempt Offer (the **Authorised Offeror Contract**), and any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract, shall be governed by, and construed in accordance with, English law;
 - II. subject to (IV) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in connection with the Authorised Offeror Contract (including any dispute relating to any non-contractual obligations arising out of or in connection with the Authorised Offeror Contract) (a **Dispute**) and the Issuer and the relevant financial intermediary submit to the exclusive jurisdiction of the English courts;
 - III. for the purposes of (C)(II) and (IV), the relevant financial intermediary waive any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any dispute;

- IV. to the extent allowed by law, the Issuer and each relevant Dealer may, in respect of any Dispute or Disputes, take (a) proceedings in any other court with jurisdiction; and (b) concurrent proceedings in any number of jurisdictions; and
- V. each relevant Dealer will, pursuant to the Contracts (Rights of Third Parties) Act 1999, be entitled to enforce those provisions of the Authorised Offeror Contract which are, or are expressed to be, for their benefit, including the agreements, representations, warranties, undertakings and indemnity given by the financial intermediary pursuant to the Authorised Offeror Terms.

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

Common Conditions to Consent

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

- (a) is only valid during the Offer Period specified in the applicable Final Terms; and
- (b) only extends to the use of this Prospectus to make Non-exempt Offers of the relevant Tranche of Notes in Luxembourg, as specified in the applicable Final Terms;

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

The only Relevant States which may, in respect of any Tranche of Notes, be specified in the applicable Final Terms (if any Relevant States are so specified) as indicated in (b) above, will be Luxembourg and accordingly each Tranche of Notes may only be offered to Investors as part of a Non-exempt Offer in Luxembourg, as specified in the applicable Final Terms, or otherwise in circumstances in which no obligation arises for the Issuer or any Dealer to publish or supplement a prospectus for such offer.

ARRANGEMENTS BETWEEN INVESTORS AND AUTHORISED OFFERORS

AN INVESTOR INTENDING TO PURCHASE OR PURCHASING ANY NOTES IN A NON-EXEMPT OFFER FROM AN AUTHORISED OFFEROR WILL DO SO, AND OFFERS AND SALES OF SUCH NOTES TO AN INVESTOR BY SUCH AUTHORISED OFFEROR WILL BE MADE, IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE OFFER IN PLACE BETWEEN SUCH AUTHORISED OFFEROR AND SUCH INVESTOR INCLUDING ARRANGEMENTS IN RELATION TO PRICE, ALLOCATIONS, EXPENSES AND SETTLEMENT. THE ISSUER WILL NOT BE A PARTY TO ANY SUCH ARRANGEMENTS WITH SUCH INVESTORS IN CONNECTION WITH THE NON-EXEMPT OFFER OR SALE OF THE NOTES CONCERNED AND, ACCORDINGLY, THIS PROSPECTUS AND ANY FINAL TERMS WILL NOT CONTAIN SUCH INFORMATION. THE RELEVANT INFORMATION WILL BE PROVIDED BY THE AUTHORISED OFFEROR AT THE TIME OF SUCH OFFER. NONE OF THE ISSUER OR, FOR THE AVOIDANCE OF DOUBT, ANY DEALER HAS ANY RESPONSIBILITY OR LIABILITY TO AN INVESTOR IN RESPECT OF THE INFORMATION DESCRIBED ABOVE.

OVERVIEW OF CONSOLIDATED FINANCIAL INFORMATION

The following information presents an overview of relevant consolidated financial information of the Issuer extracted without material adjustments from its audited consolidated financial statements as of and for the financial years ended 31 December 2019 and 2018 prepared in accordance with International Financial Reporting Standards as adopted by the European Union (**IFRS**). These consolidated financial information should be read in conjunction with the respective consolidated financial statements which are incorporated in this Prospectus by reference.

Overview of Consolidated Financial Information of the Issuer (amounts in thousands of euro)

	<i>31 DECEMBER 2018*</i>	<i>31 DECEMBER 2019</i>
Total Assets	45,983,602	47,903,810
Loans and advances at amortised cost – Credit institutions	2,580,583	3,000,088
Loans and advances at amortised cost – Customers	21,796,185	22,857,068
Fixed-income securities recognised at amortised cost	14,226,659	13,482,940
Deposits at amortised cost – Credit institutions	4,840,845	4,691,999
Deposits at amortised cost – Customers	31,877,149	33,379,683
Issuance of debt securities and financial liabilities designated at fair value through profit or loss	3,798,161	3,981,225
Total equity	4,349,605	4,416,931
Banking income	510,708	588,529
Total general expense	346,072	361,043
Net income for the period – Group share	158,939	206,341

*Balances are based on IFRS 9

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published or are published simultaneously with this Prospectus shall be incorporated by reference in, and form part of, this Prospectus:

- (a) the audited consolidated financial statements of the Issuer as of and for the financial year ended 31 December 2019 (in French), together with the independent auditor's report thereon, including the information set out at the following pages in particular:

Balance Sheet	Pages 33 to 34
Income Statement	Pages 35
Comprehensive Income Statement	Page 36
Changes in Equity Statement	Page 37
Cash Flow Statements	Pages 38 to 39
Notes to the Financial Statements	Pages 40 to 167
Independent Auditor's Report	Pages 25 to 31
List of subsidiaries included in the consolidation scope	Pages 45 to 46

which can be viewed at:

<http://dl.bourse.lu/dlp/10e11186fd25eb4594a450bbcd917eada>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation (as defined below);

- (b) the audited consolidated financial statements of the Issuer as of and for the financial year ended 31 December 2018 (in French), together with the independent auditor's report thereon, including the information set out at the following pages in particular:

Balance Sheet	Pages 30 to 31
Income Statement	Pages 32
Comprehensive Income Statement	Page 33
Changes in Equity Statement	Page 34
Cash Flow Statements	Pages 35 to 38
Notes to the Financial Statements	Pages 39 to 169
Independent Auditor's Report	Pages 22 to 28
List of subsidiaries included in the consolidation scope	Pages 48 to 51

which can be viewed at:

<http://dl.bourse.lu/dlp/103e5897c8c9a94497b99ee714445ec51d>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation (as defined below);

- (c) an English translation of the original version in French of the audited consolidated financial statements of the Issuer as of and for the financial year ended 31 December 2019, together with the independent auditor's report thereon, including the information set out at the following pages in particular:

Balance Sheet	Pages 30 to 31
Income Statement	Page 32

Comprehensive Income Statement	Page 33
Changes in Equity Statement	Page 34
Cash Flow Statements	Pages 35 to 36
Notes to the Financial Statements	Pages 37 to 157
Independent Auditor's Report	Pages 22 to 28
List of subsidiaries included in the consolidation scope	Page 48 to 51

which can be viewed at:

<http://dl.bourse.lu/dlp/10bd3b264ed0d045a38b748ae485070929>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation. The Issuer takes responsibility for the accuracy of the translation;

- (d) an English translation of the original version in French of the audited consolidated financial statements of the Issuer as of and for the financial year ended 31 December 2018, together with the independent auditor's report thereon, including the information set out at the following pages in particular:

Balance Sheet	Pages 29 to 30
Income Statement	Page 31
Comprehensive Income Statement	Page 32
Changes in Equity Statement	Page 33
Cash Flow Statements	Pages 34 to 37
Notes to the Financial Statements	Pages 38 to 165
Independent Auditor's Report	Pages 22 to 27
List of subsidiaries included in the consolidation scope	Page 49

which can be viewed at:

<http://dl.bourse.lu/dlp/107f6d63900e594d74bf846206ee906a6e>

Any other information incorporated by reference that is not included in the cross-reference list above is considered to be additional information to be disclosed to investors rather than information required by the relevant Annexes of the Delegated Regulation. The Issuer takes responsibility for the accuracy of the translation;

- (e) the Terms and Conditions of the Notes contained in the Prospectus dated 30 June 2014 on pages 137 to 212 (inclusive) prepared by the Issuer in connection with the Programme which is available for viewing on the following website:

<http://dl.bourse.lu/dlp/10bfcce1fceb69490c83f0544f1ccc8807>

- (f) the Terms and Conditions of the Notes contained in the Prospectus dated 30 June 2015 on pages 143 to 219 (inclusive) prepared by the Issuer in connection with the Programme which is available for viewing on the following website:

<http://dl.bourse.lu/dlp/10823b1427080d4e028859d6660872ca63>

- (g) the Terms and Conditions of the Notes contained in the Prospectus dated 30 June 2016 on pages 146 to 221 (inclusive) prepared by the Issuer in connection with the Programme which is available for viewing on the following website:

<http://dl.bourse.lu/dlp/10e48894ac99d54c7dadf8b4881b1c0428>

- (h) the Terms and Conditions of the Notes contained in the Prospectus dated 28 June 2019 on pages 182 to 292 (inclusive) prepared by the Issuer in connection with the Programme which is available for viewing on the following website:

<http://dl.bourse.lu/dlp/107001762dfe5749fabcc123f4df775032>

Following the publication of this Prospectus a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to modify or supersede statements contained in this Prospectus or in a document which is incorporated by reference in this Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Prospectus.

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

The Issuer will, in the event of any significant new factor, material mistake or material inaccuracy relating to information included in this Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Prospectus or publish a new Prospectus for use in connection with any subsequent issue of Notes.

FORM OF THE NOTES

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

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

- (a) if the Global Notes are intended to be issued in new global note (NGN) form, as stated in the applicable Final Terms, delivered on or prior to the original issue date of the Tranche to a common safekeeper (the **Common Safekeeper**) for Euroclear SA/NV (**Euroclear**) and Clearstream Banking S.A. (**Clearstream, Luxembourg**); or
- (b) if the Global Notes are not intended to be issued in NGN form, delivered on or prior to the original issue date of the Tranche to a common depository (the **Common Depository**) for Euroclear and Clearstream, Luxembourg.

Where the Global Notes issued in respect of any Tranche are in NGN form, the applicable Final Terms will also indicate whether or not such Global Notes are intended to be held in a manner which would allow Eurosystem eligibility. Any indication that the Global Notes are to be so held does not necessarily mean that the Notes of the relevant Tranche will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any times during their life as such recognition depends upon satisfaction of the Eurosystem eligibility criteria. The Common Safekeeper for NGNs will either be Euroclear or Clearstream, Luxembourg or another entity approved by Euroclear and Clearstream, Luxembourg.

Whilst any Note is represented by a Temporary Global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made (against presentation of the Temporary Global Note if the Temporary Global Note is not intended to be issued in NGN form) only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in the Temporary Global Note are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certification (based on the certifications it has received) to the Principal Paying Agent. Any reference in this section "*Form of the Notes*" to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearance system approved by the Issuer, the Issuing Agent and the Agent.

On and after the date (the **Exchange Date**) which is 40 days after the date on which any Temporary Global Note is issued, interests in such Temporary Global Note will be exchangeable (free of charge) upon a request as described therein either for (i) interests in a Permanent Global Note of the same Series or (ii) for definitive Notes of the same Series, where applicable, receipts, interest coupons and talons attached (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms) in each case against certification of beneficial ownership as described above unless such certification has already been given. The holder of a Temporary Global Note will not be entitled to collect any payment of interest or principal due on or after the Exchange Date unless, upon due certification, exchange of the Temporary Global Note for an interest in a Permanent Global Note or for definitive Notes is improperly withheld or refused.

Payments of principal and interest (if any) on a Permanent Global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the Permanent

Global Note (if the Permanent Global Note is not intended to be issued in NGN form)) without any requirement for certification.

The applicable Final Terms will specify that a Permanent Global Note will be exchangeable (free of charge), in whole (but not in part), for definitive Notes with, where applicable, receipts, interest coupons and talons attached the occurrence of an Exchange Event. **Exchange Event** means (a) an Event of Default (as defined in Condition 9.1(a) (in relation to Senior Preferred Notes) or Condition 9.2(b) (in relation to Senior Non Preferred Notes), as applicable) has occurred or is continuing and/or, (in the case of Subordinated Notes, Senior Preferred Notes and Senior Non Preferred Notes) a payment default has occurred and is continuing with respect to such Notes, (b) the Issuer has been notified that Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and no alternative clearing system is available or (c) the Issuer has or will become obliged to pay additional amounts as provided for or referred to in Condition 7 which would not be required were the Notes represented by the Permanent Global Note in definitive form. The Issuer will promptly give notice to Noteholders in accordance with Condition 14 if an Exchange Event occurs. In the event of the occurrence of an Exchange Event, Euroclear and/or Clearstream, Luxembourg (acting on the instructions of any holder of an interest in such Permanent Global Note) may give notice to the Principal Paying Agent requesting exchange and in the event of the occurrence of an Exchange Event as described in (c) above, the Issuer may also give notice to the Principal Paying Agent requesting exchange. Any such exchange shall occur not later than 60 days after the date of receipt of the first relevant notice by the Principal Paying Agent. Global Notes and definitive Notes will be issued pursuant to the Agency Agreement.

The following legend will appear on all Notes (other than Temporary Global Notes) and definitive Notes which have an original maturity of more than one year and on all receipts, interest coupons and talons relating to such Notes:

"ANY UNITED STATES PERSON WHO HOLDS THIS OBLIGATION WILL BE SUBJECT TO LIMITATIONS UNDER THE UNITED STATES INCOME TAX LAWS, INCLUDING THE LIMITATIONS PROVIDED IN SECTIONS 165(j) AND 1287(a) OF THE INTERNAL REVENUE CODE."

The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes, receipts or interest coupons and will not be entitled to capital gains treatment in respect of any gain on any sale, disposition, redemption or payment of principal in respect of Notes, receipts or interest coupons.

Notes which are represented by a Global Note will only be transferable in accordance with the rules and procedures for the time being of Euroclear or Clearstream, Luxembourg, as the case may be.

General

Pursuant to the Agency Agreement (as defined under "*Terms and Conditions of the Notes*" below) the Issuing Agent shall arrange that, where a further Tranche of Notes is issued, the Notes of such Tranche shall be assigned a common code and ISIN by Euroclear and Clearstream, Luxembourg which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until at least 40 days (as notified by the Issuing Agent to the relevant Dealer(s)) after the completion of the distribution of the Notes of such Tranche.

Senior Preferred Notes may be accelerated automatically by the holder thereof in certain circumstances described in Condition 9. In such circumstances, where any Senior Preferred Note is governed by English law and is still represented by a Global Note and a holder of such Note so represented and credited to his securities account with Euroclear or Clearstream, Luxembourg gives notice that it wishes to accelerate such Note, unless within a period of seven days from the giving of such notice payment has been made in full of the amount due in accordance with the terms of such Global Note, such Global Note will become void. At

the same time, holders of interests in such Global Note credited to their accounts with Euroclear and/or Clearstream, Luxembourg, as the case may be, will become entitled to proceed directly against the Issuer on the basis of statements of account provided by Euroclear and Clearstream, Luxembourg, on and subject to the terms of a deed of covenant (the **Deed of Covenant**) dated 28 June 2013, executed by the Issuer.

Any reference herein to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

Under Luxembourg law, owners of interests in a Global Note governed by Luxembourg law will, subject to proof of ownership of such interest, be entitled to proceed directly against the Issuer either individually or, following the appointment of a Noteholders' representative, collectively through such representative, pursuant to articles 470-3 to 470-19 of the Luxembourg act dated 10 August 1915 on commercial companies, as amended (the **Companies Act 1915**).

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

APPLICABLE FINAL TERMS (RETAIL)

NOTES WITH A DENOMINATION OF LESS THAN €100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY), OTHER THAN EXEMPT NOTES

Set out below is the form of Final Terms which will be completed for each Tranche of Notes which are not Exempt Notes and which have a denomination of less than EUR 100,000 (or its equivalent in any other currency) issued under the Programme.

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**) where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]¹

[²MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, **MiFID II**)] [MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

OR

[³MIFID II product governance / Retail investors, professional investors and ECPs – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, **MiFID II**)] [MiFID II]; ***EITHER***⁴ [and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] **OR**⁵ [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and] [non-advised sales] [and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take

¹ Legend to be included on front of the Final Terms if the Notes potentially constitute "packaged" products and no key information document will be prepared or the issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

² Legend to be included on front of the Final Terms if following the ICMA 1 "all bonds to all professionals" target market approach.

³ Legend to be included on front of the Final Terms if following the ICMA 2 approach.

⁴ Include for bonds that are not ESMA complex.

⁵ Include for certain ESMA complex bonds. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability will be necessary. In addition, if the Notes constitute "complex" products, pure execution services are not permitted to retail without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]⁶.]

Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the SFA) - [To insert notice if classification of the Notes is not "prescribed capital markets products" pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)].⁷

[Date]

BANQUE ET CAISSE D'EPARGNE DE L'ETAT, LUXEMBOURG

Legal Entity Identifier (LEI): **R7CQUF1DQM73HUTV1078**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the U.S.\$8,000,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Notes (the **Conditions**) set forth in the Prospectus dated 1 July 2020 [and the supplement[s] to the Prospectus dated [date[s]]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Prospectus**). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Prospectus [as so supplemented] in order to obtain all the relevant information. A summary of key information is annexed to these Final Terms. The Prospectus is available on the website of the Luxembourg Stock Exchange (www.bourse.lu), and copies may be obtained from the Issuer's registered office at, 1-2 Place de Metz, L-2954 Luxembourg and from Citibank, N.A., London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.]

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the Notes (the **Conditions**) set forth in the Prospectus dated [28 June 2019]/[30 June 2016]/[30 June 2015]/[30 June 2014] which are incorporated by reference in the Prospectus dated 1 July 2020. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Prospectus dated 1 July 2020 [and the supplement[s] to the Prospectus dated [date[s]]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Prospectus**) in order to obtain all the relevant information. A summary of key information is annexed to these Final Terms. The Prospectus is available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies may be obtained from the Issuer's registered office at, 1-2 Place de Metz, L-2954 Luxembourg and from Citibank, N.A., London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.]

⁶ If the Notes constitute "complex" products, pure execution services are not permitted to retail without the need to make the determination of appropriateness required under Article 25(3) of MiFID II. If there are advised sales, a determination of suitability will be necessary.

⁷ Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]

[When adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.]

1. (a) Series Number: []
 - (b) Tranche Number: []
 - (c) Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with *[identify earlier Tranches]* on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 31 below, which is expected to occur on or about []][Not Applicable]
 2. Specified Currency or Currencies: []
 3. Aggregate Nominal Amount:
 - (a) Series: []
 - (b) Tranche: []
 - (c) Units: [] Units (being the equivalent of *[insert currency]*; *[insert amount]*)[Not Applicable]
 4. Issue Price: []% of the Aggregate Nominal Amount [plus accrued interest from *[insert date]* (if applicable)]
 5. (a) Specified Denominations: []
 - (b) Calculation Amount (in relation to calculation of interest in global form see Conditions): []
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. N.B.: There must be a common factor in the case of two or more Specified Denominations)*
6. (a) Issue Date: []
 - (b) Interest Commencement Date: *[specify/Issue Date/Not Applicable]*
- (N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes)*

7. Maturity Date: *[Fixed Rate Note – specify date/Floating Rate Note or any other Note where the Interest Period end date(s) are adjusted – Interest Payment Date falling in or nearest to [specify month]]*
8. Interest Basis: *[[]% Fixed Rate] [subject to interest rate step-up as specified in subparagraph 13(h) below] [[]month [LIBOR/EURIBOR]]/[CMS Reference Rate] +/-[]% Floating Rate] [Zero Coupon] [[]% Fixed Rate] [[_] month [LIBOR/EURIBOR] [+/-][_] per cent. Floating Rate] Range Accrual/Dual Range Accrual] [Inflation Linked Interest] See paragraph [14/15/16/18/19]*
9. SPS Coupon Rate *(include one or more of the following if applicable)*: [Applicable/Not Applicable]
[SPS Digital Coupon applicable]
[SPS Snowball Digital Coupon applicable]
See paragraph [17] below
10. Redemption/Payment Basis: [Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at []% of their nominal amount]
[Index Linked Redemption]
[Equity Linked Redemption]
[SPS Payout]
11. Change of Interest Basis or Redemption/Payment Basis: *[Specify the date when e.g. any fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 below and identify there] [Not Applicable]*
12. Put/Call Options: [Investor Put]
[Issuer Call]
[(see paragraph 24/25)]
[Not Applicable]
13. (a) Status of the Notes: [Senior [Preferred/Non Preferred]/Subordinated]
(Issues of Subordinated Notes are subject to the prior written consent of the Ministry of Treasury of Luxembourg)
- (b) Date [Board] approval for issuance of Notes obtained: [[] [and []], respectively]] [Not Applicable]
(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: []% [per annum] payable [in arrear on each Interest Payment Date]
- [For interest step-up Notes: []% per annum commencing on (and including) the Interest Commencement Date until (but not including) [date]
- []% [per annum] commencing on (and including) [date] until (but not including) [date]⁸
- []% [per annum] commencing on (and including) [date] until (but not including) the Maturity Date]]]
- (b) Interest Payment Date(s): [[] in each year up to and including the Maturity Date]/[specify dates]]
- (Amend appropriately in the case of irregular coupons)*
- (c) Interest Period End Date(s): [] in each year [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] specify any applicable Additional Business Centre(s) for the definition of Business Day]/[not adjusted]
- (d) Fixed Coupon Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [] per Calculation Amount
- (e) [Initial/Final] Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []/[Not Applicable]
- (f) Fixed Day Count Fraction: [Actual/360, 30/360, 360/360, Bond Basis, 30E/360, Eurobond Basis, Actual/365 (Fixed), Actual/Actual (ICMA)][Not Applicable] *(Note that if interest is not payable on a regular basis (for example, if there are Broken Amounts specified) Actual/Actual (ICMA) will not be a suitable Fixed Day Count Fraction)*
- (g) Determination Date(s): [[] in each year] [Not Applicable]

⁸ Further periods to be inserted as necessary.

(Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon)

(h) Interest rate step-up: [Applicable, for further details see paragraph 14(a) above /Not Applicable]

15. Floating Rate Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Interest Period End Dates: [] in each year [adjusted in accordance with [FRN Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/[not adjusted]

(b) Interest Payment Dates: []

(c) Additional Business Centre(s):

(i) For fixing: [] [Not Applicable]

(ii) For Interest Period End Dates: [] [Not Applicable]

(d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/CMS Rate Determination]

(e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): [] (the **Calculation Agent**)

(f) Screen Rate Determination: [Applicable/Not Applicable]

(i) Reference Rate: [] month [LIBOR/EURIBOR]

(ii) Interest Determination Date(s): []

(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)

(iii) Relevant Screen Page: []

(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a

composite rate or amend the fallback provisions appropriately)

(g) ISDA Determination: [Applicable/Not Applicable]

(i) Floating Rate Option: []

(ii) Designated Maturity: []

(iii) Reset Date: []

(In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)

(h) CMS Rate Determination: [Applicable/Not Applicable]

(i) CMS Screen Page: [Condition 4.2(b)(iii) applies/[]]

(ii) Interest Determination Date: [Condition 4.2(b)(iii) applies/[]/]

(iii) Reference Currency: [Euro/Sterling/United States dollar]

(iv) Designated Maturity: [[]]

(v) Calculation Agent: [Agent/named Manager/other]

(i) Linear Interpolation: [Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]

(j) Margin(s): [+/-] []% per annum

(k) Minimum Rate of Interest: [[]% per annum] [Not Applicable]

(l) Maximum Rate of Interest: [[]% per annum] [Not Applicable]

(m) Day Count Fraction: [Actual/Actual
Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/Actual (ICMA)
Actual/360
30/360
360/360
Bond Basis
30E/360
Eurobond Basis
30E/360 (ISDA)]

16. Zero Coupon Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Accrual Yield: []% per annum
- (b) Reference Price: []
- (c) Day Count Fraction in relation to Early Redemption Amounts: [30/360]
[Actual/360]
[Actual/365]
[Actual/Actual (ICMA)]
17. SPS Coupon Rate *(include one or more of the following if applicable)*: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [SPS Digital Coupon applicable:
- [Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*
- [SPS Snowball Digital Coupon applicable:
- [Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]*
- (a) Interest Valuation Date(s): []
- (b) Interest Payment Date(s): [] in each year up to and including the Maturity Date
(Amend appropriately in the case of irregular coupons)
- (c) Interest Period End Date(s): [] in each year [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre(s) for the definition of Business Day*]/[not adjusted]
- (d) Day Count Fraction: [Applicable/Not Applicable]
[30/360]
[Actual/360]
[Actual/365]
[Actual/Actual (ICMA)]
18. Inflation Linked Interest Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Screen Page: []
- (b) Cap Level []%
- (c) Floor Level []%

- (d) Multiplier []%
- (e) Calculation Agent responsible for calculating the interest due: []
- (f) Interest Period End Dates: [] in each year [adjusted in accordance with [FRN Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/not adjusted]
- (g) Interest Payment Dates: []
- (h) Interest Determination Date(s): []
- (i) Additional Business Centre(s): []
- (j) Minimum Rate of Interest: []% per annum/[Not Applicable]
- (k) Maximum Rate of Interest: []% per annum/[Not Applicable]
- (l) Day Count Fraction: [Actual/Actual]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/Actual (ICMA)]
[Actual/360]
[30/360]
[360/360]
[Bond Basis]
[30E/360]
[Eurobond Basis]
[30E/360 (ISDA)]
- (m) Cut-Off Date: []/[Not Applicable]
- (n) Related Bond: []/[Fall Back Bond]
- (o) Issuer of Related Bond: []/[Not Applicable]
- (p) Fall Back Bond: [Applicable/Not Applicable]
- (q) Index Sponsor: []
- (r) Related Bond Redemption Event: [Applicable/Not Applicable]
- (s) Scheduled Trading Day: []

19. Range Accrual Note Provisions: [Fixed Rate Range Accrual Note]
[Floating Rate Range Accrual Note]
[Fixed Rate Dual Range Accrual Note]
[Floating Rate Dual Range Accrual Note]

[CMS Range Accrual Note]

[Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(The following is applicable in relation to Fixed Rate Range Accrual Notes, Fixed Rate Dual Range Accrual Notes or CMS Range Accrual Notes that bear fixed rate interest)

- (a) Fixed Rate: []% per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [] in each year up to and including the Maturity Date [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre(s) for the definition of Business Day*]/[not adjusted]
- (Amend appropriately in the case of irregular coupons)*
- (c) Interest Period End Date(s): [] in each year [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre (s)/not adjusted*]
- (d) Day Count Fraction: [Actual/360, 30/360, Bond Basis, 30E/360, Eurobond Basis, Actual/365 (Fixed), Actual/Actual (ICMA)]
- (e) Determination Dates: [[] in each year] [Not Applicable] *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*

(The following is applicable in relation to Floating Rate Range Accrual Notes, Floating Rate Dual Range Accrual Notes or CMS Range Accrual Notes that bear floating rate interest)

- (f) Interest Period End Dates: [] in each year [adjusted in accordance with [FRN Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/[not adjusted]
- (g) Interest Payment Dates: []
- (h) Additional Business Centre(s): []
- (i) For fixing: [] [Not Applicable]

- (ii) For Interest Period End [] [Not Applicable]
Dates:
- (i) Manner in which the Rate(s) of Interest and Interest Amount to be determined: [Screen Rate Determination/ISDA Determination]
- (j) Screen Rate Determination: [Applicable/Not Applicable]
- (i) Reference Rate: [] month [LIBOR/EURIBOR]/[CMS Reference Rate]
- (ii) Interest Determination Date(s): []
(Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)
- (iii) Relevant Screen Page: []
(In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)
- (k) ISDA Determination: [Applicable/Not Applicable]
- (i) Floating Rate Option: []
- (ii) Designated Maturity: []
- (iii) Reset Date: []
(In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)
- (l) Margin(s): [+/-]% per annum
- (m) Minimum Rate of Interest: []% per annum
- (n) Maximum Rate of Interest: []% per annum
- (o) Day Count Fraction: [Actual/Actual
Actual/Actual (ISDA)
Actual/365 (Fixed)
Actual/Actual (ICMA)
Actual/360
30/360
360/360
Bond Basis
30E/360]

Eurobond Basis
30E/360 (ISDA)]

(The following must be completed in relation to all Range Accrual Notes (other than Dual Range Accrual Notes))

(p) Additional Business Centre(s): []

(q) Upper Range: []%

(If the Upper Range adjusts with various periods use the table below)

From and including	To but excluding	Upper Range
--------------------	------------------	-------------

[]	[]	[]%
-----	-----	------

(r) Lower Range: []%

(If the Lower Range adjusts with various periods use the table below)

From and including	To but excluding	Lower Range
--------------------	------------------	-------------

[]	[]	[]%
-----	-----	------

(s) Range Accrual Reference Rate: [Screen Rate Determination/ISDA Determination]

(A) Screen Rate Determination:

- Reference Rate: [[] month [LIBOR/EURIBOR]]/[CMS Reference Rate]

(The following is applicable in relation to CMS Range Accrual Notes)

Reference Currency: [Euro/Sterling/United States dollar]

Designated Maturity: []

- Relevant Screen Page: []

(For example, Reuters EURIBOR 01)

- Range Accrual Reference Rate Determination Date(s): [Observation Date/specify other period]

- Rate Cut-Off Date: [] / [Not Applicable]

(B) ISDA Determination:

- Floating Rate Option: []
- Designated Maturity: []
- Rate Cut-Off Date: [] / [Not Applicable]

(t) Calculation Agent: [give name]

(u) Autoswitch: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs)

(i) Target Rate: []%

(ii) Switch Rate: []%

(The following must be completed in relation to Dual Range Accrual Notes)

(v) Additional Business Centre(s): []

(w) Upper Range₁: []%

(If the Upper Range₁ adjusts with various periods use the table below)

From and including	To but excluding	Upper Range ₁
[]	[]	[]%

(x) Lower Range₁: []%

(If the Lower Range₁ adjusts with various periods use the table below)

From and including	To but excluding	Lower Range ₁
[]	[]	[]%

(y) Upper Range₂: []%

(If the Upper Range₂ adjusts with various periods use the table below)

From including	and To excluding	but Upper Range ₂
[]	[]	[]%

(z) Lower Range₂: []%

(If the Lower Range₂ adjusts with various periods use the table below)

From and To but Lower Range₂
including excluding
[] [] []%

(aa) Range Accrual Reference Rate: [Screen Rate Determination/ISDA Determination]

(A) Screen Rate Determination:

- Reference Rate₁: [[] month [LIBOR/EURIBOR]]/[CMS Reference Rate]

(The following is applicable in relation to CMS Range Accrual Notes)

Reference Currency: [Euro/Sterling/United States dollar]

Designated Maturity: []

- Relevant Screen Page for Reference Rate₁: []
(For example, Reuters EURIBOR 01)

- Reference Rate₂: [[] month [LIBOR/EURIBOR]]/[CMS Reference Rate/CMS Formula Rate]

(The following is applicable in relation to CMS Range Accrual Notes)

Reference Currency: [Euro/Sterling/United States dollar/]

Designated Maturity: []

(The following is applicable in relation to CMS Formula Rate)

Reference Currency₁: [Euro/Sterling/United States dollar]

Designated Maturity₁: []

Reference Currency₂: [Euro/Sterling/United States dollar]

Designated Maturity₂: []

- Relevant Screen Page Reference Rate₂: []
(For example, Reuters EURIBOR 01)

- Range Accrual [Observation Date/specify other period]
Reference Rate
Determination
Date(s):
- Rate Cut-Off Date: [] / [Not Applicable]

(B) ISDA Determination:

- Floating Rate []
Option:
- Designated []
Maturity:
- Rate Cut-Off Date: [] / [Not Applicable]

(bb) Calculation Agent: [give name]

(cc) Autoswitch: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs)

(i) Target Rate: []%

(ii) Switch Rate: []%

PROVISIONS RELATING TO REDEMPTION

20. Index Linked Redemption Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Index/Indices: []

(If more than one, refer to as Index₁, Index₂ etc.)

(b) Screen Page: *(Specify if applicable, or give the sources of observation for each index)*

(c) Component Transactions: []

(d) Formula: [Autocall *[In the case of Autocall specify Autocall Trigger Level: []% of the Initial Price, Percentage Multiplier: []% for Observation Date₍₁₎, []% for Observation Date₍₂₎ etc. Lower Threshold Level: []% of the Initial Price, Lower Threshold Multiplier: []%, Threshold Level: []% of the Initial Price, Threshold Multiplier: []% and Final Percentage Multiplier: []%]/[Autocall with Spread [In the case of Autocall with Spread specify: Autocall Trigger Level: []% of the Initial Price,*

Multiplier: []% and **Final Percentage**
Multiplier: []%/[Lookback [In the case of
Lookback specify **Multiplier:** []%, **Floor**
Level: [] and **x:** []] [Short-term Lookback
[In the case of Short-term Lookback specify
Multiplier: []%, **Short-term Lookback**
Multiplier: []%, **Cap Level:** [], **Floor**
Level: [] and **x:**[]] [Double Win [In the
case of Double Win specify. **Barrier Level**
Multiplier: []%, **Cap Level:** []%, **Floor**
Level: [] and **Final Valuation Date:** []]
[Triple Index [In the case of Triple Index specify
Multiplier: []%] [Asian Call [In the case of
Asian Call specify **Multiplier:** []%, **Cap Level:**
[]% and **Floor Level:** []%][Not
Applicable]

- (e) Calculation Agent responsible for [] (N.B. Specify name)
calculating the redemption amount
due:
- (f) Settlement Price: []
Index Currency: []
- (g) Relevant Level: [The official closing level for the Index/Indices]
[the official fixing eventually calculated and/or
published by the Index Sponsor] [the Valuation
Method]
- (h) Valuation Date: []
- (i) Valuation Method: [Highest]/[Average Highest]/[Market Value]
- (j) Quotation Method: [Bid]/[Mid]/[Ask]
- (k) Quotation Amount: []/[As set out in Condition 21]
- (l) Averaging: Averaging [applies/does not apply] to the Notes.
[The Averaging Dates are [].]
[In the event that an Averaging Date is a Disrupted
Day [Omission/Postponement/Modified
Postponement] will apply.]
[Modified Postponement is applicable]
*(only applicable if Modified Postponement is
applicable as an Averaging election)*
[Specified Maximum Days of Disruption will be
equal to: []/[eight]]
(if no Specified Maximum Days of Disruption are

stated, Specified Maximum Days of Disruption will be equal to eight)

- (m) Observation Date(s): [Observation Date₍₁₎: [], Observation Date₍₂₎: [] etc.] [Not Applicable].] [In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
- (n) Early Redemption Date(s) corresponding to Observation Date(s): [Early Redemption Date₍₁₎: [], Early Redemption Date₍₂₎: [] etc.]
- (o) Observation Period: [*Specify*/Not Applicable]
- (p) Exchange Business Day: [Single Index Basis/All Indices Basis/Per Index Basis/As per Conditions]
- (q) Scheduled Trading Day: [Single Index Basis/All Indices Basis/Per Index Basis/As per Conditions]
(must match election made for Exchange Business Day)
- (r) Exchange(s) and Index Sponsor: (i) the relevant Exchange[s] [is/are] [] and
(ii) the relevant Index Sponsor is [].
- (s) Related Exchange: [*Specify*/Each exchange or quotation system on which option contracts or futures contracts relating such Index is traded/All Exchanges]
- (t) Relevant Time: [Scheduled Closing Time/Any time [on the Valuation Date/during the Observation Period.] [The relevant time is [], being the time specified on the Valuation Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.]
(N.B. if no Relevant Time is specified, the Valuation Time will be the Scheduled Closing Time).
- (u) Additional Disruption Events: [(i)] The following Additional Disruption Events apply to the Notes:
(Specify each of the following which applies.)
[Change of Law]
[Hedging Disruption]
[Increased Cost of Hedging]
[Increased Cost of Stock Borrow]
[Loss of Stock Borrow]
[(ii)] [The Trade Date is []. *[If no Trade Date is specified, Issue Date will be the*

Trade Date]

(N.B. only applicable if Change of Law and/or Increased Cost of Hedging is applicable)]

[(iii)] [The Maximum Stock Loan Rate in respect of [specify in relation to each security/commodity comprised in an Index] is [].

(N.B. only applicable if Loss of Stock Borrow is applicable)]

[(iv)] [The Initial Stock Loan rate in respect of [specify in relation to each security/commodity comprised in an Index] is [].

(N.B. only applicable if Increased Cost of Stock Borrow is applicable)]

(v) Market Disruption: Specified Maximum Days of Disruption will be equal to []/[eight]

(if no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)

(w) Knock-in Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-in Level]]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[In the event that a Knock-in Determination Day is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

(i) SPS Knock-in Valuation [Applicable/Not applicable]

[If applicable insert relevant provisions from Conditions]

(ii) Knock-in Level: [Specify]

(iii) Knock-in Determination Day(s): [Specify/Each Scheduled Trading Day in the Knock-in Determination Period]

(iv) Knock-in Period Beginning Date: [Not Applicable/specify]

(v) Knock-in Period Ending Date: [Not Applicable/specify]

- (vi) Knock-in Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-in Determination Day.]
- (x) Knock-out Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-out Level]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [In the event that a Knock-out Determination Day is a Disrupted Day,
- [Omission/Postponement/Modified Postponement] will apply]
- (i) Knock-out Level: [*Specify*]
- (ii) Knock-out Determination Day(s): [*Specify*/Each Scheduled Trading Day in the Knock-out Determination Period]
- (iii) Knock-out Period Beginning Date: [Not Applicable/*specify*]
- (iv) Knock-out Period Ending Date: [Not Applicable/*specify*]
- (v) Knock-out Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-out Determination Day]
- (y) Automatic Early Redemption Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"] Automatic Early Redemption Level]/[SPS Automatic Early Redemption Payout in paragraph 23 below applies]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Automatic Early Redemption Amount: [*Specify*/See definition in Condition 20]
- (ii) Automatic Early Redemption Date(s): [*Specify*] [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre (s)/not adjusted*]
- (iii) Automatic Early Redemption Level: [*Specify*]
- (iv) Automatic Early Redemption Rate: [*Specify*]
- (v) Automatic Early Redemption [*Specify*]

Valuation Date(s):

[In the event that Automatic Early Redemption Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply]

21. Equity Linked Redemption Note Provisions:

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) Share(s): []

(b) ISIN of Share(s): []

(c) Strike: []% of the Initial Price

(d) Settlement Price: [] [As set out in Condition21]

[Exchange Rate: []]

(e) Calculation Agent responsible for calculating any amount due under the Notes: [] *(N.B. Specify name and address)*

(f) Valuation Date: []

(g) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are []]

[In the event that an Averaging Date is a Disrupted Day [Omission/ Postponement/ Modified Postponement] will apply]

[Modified Postponement is applicable]

(only applicable if Modified Postponement is applicable as an Averaging election)

[Specified Maximum Days of Disruption will be equal to: []/[eight]]

(if no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)

(h) Observation Date(s): [The Observation Date(s) is/are []/Not Applicable]. [In the event that an Observation Date is a Disrupted Date [Omission/Postponement/Modified Postponement] will apply]

(i) Observation Period: [] [Not Applicable]

(j) Exchange Business Day: [Single Share Basis/All Shares Basis/Per Share Basis/As per Conditions]

- (k) Scheduled Trading Day: [Single Share Basis/All Shares Basis/Per Share Basis/As per Conditions]
(must match election made for Exchange Business Day)
- (l) Exchange(s): The relevant Exchange[s] [is/are] []
- (m) Related Exchange(s): []/[Each exchange or quotation system on which option contracts or futures contracts relating to such Share are traded/All Exchanges]
- (n) Relevant Time: [Scheduled Closing Time/Any time [on the Valuation Date/during the Observation Period.] [The relevant time is [], being the time specified on the Valuation Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.]
(N.B. if no Relevant Time is specified, the Valuation Time will be the Scheduled Closing Time).
- (o) Additional Disruption Events: [(i)] The following Additional Disruption Events apply to the Notes:
(Specify each of the following which applies.)
[Change of Law]
[Hedging Disruption]
[Insolvency Filing]
[Failure to Deliver]
[Increased Cost of Hedging]
[Increased Cost of Stock Borrow]
[Loss of Stock Borrow]
- [(ii)] [The Trade Date is [].
(N.B. only applicable if Change of Law and/or Increased Cost of Hedging is applicable)]
- [(iii)] [The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is [].
(N.B. only applicable if Loss of Stock Borrow is applicable)]
- [(iv)] [The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is [].
(N.B. only applicable if Increased Cost of Stock Borrow is applicable)]

- (p) Market Disruption: Specified Maximum Days of Disruption will be equal to []/[eight]:
- (if no Specific Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to eight)*
- (q) Knock-in Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-in Level]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [In the event that a Knock-in Determination Day is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (i) SPS Knock-in Valuation [Applicable/Not applicable]
- [If applicable insert relevant provisions from Conditions]*
- (ii) Knock-in Level: [*Specify*]
- (iii) Knock-in Determination Day(s): [*Specify*/Each Scheduled Trading Day in the Knock-in Determination Period]
- (iv) Knock-in Period Beginning Date: [Not Applicable/*specify*]
- (v) Knock-in Period Ending Date: [Not Applicable/*specify*]
- (vi) Knock-in Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-in Determination Day.]
- (r) Knock-out Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-out Level]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [In the event that a Knock-out Determination Day is a Disrupted Day,
- [Omission/Postponement/Modified Postponement] will apply]
- (i) Knock-out Level: [*Specify*]
- (ii) Knock-out Determination Day(s): [*Specify*/Each Scheduled Trading Day in the Knock-out Determination Period]

- (iii) Knock-out Period Beginning Date: [Not Applicable/specify]
- (iv) Knock-out Period Ending Date: [Not Applicable/specify]
- (v) Knock-out Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-out Determination Day]
- (s) Automatic Early Redemption Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"] Automatic Early Redemption Level]/[SPS Automatic Early Redemption Payout in paragraph 23 below applies]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Automatic Early Redemption Amount: [Specify/See definition in Condition 21]
- (ii) Automatic Early Redemption Date(s): [Specify] [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] specify any applicable Additional Business Centre (s)/not adjusted]
- (iii) Automatic Early Redemption Level: [Specify]
- (iv) Automatic Early Redemption Rate: [Specify]
- (v) Automatic Early Redemption Valuation Date(s): [Specify]
- [In the event that Automatic Early Redemption Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply]
- (t) Delayed Redemption on Occurrence of Extraordinary Events: [Applicable/Not Applicable]
- (if not applicable, delete the remaining subparagraph of this paragraph)*
- [Rate for accrual of interest []/as specified in Condition 22.2(c)(iii)]
- (u) Delayed Redemption on Occurrence of Additional Disruption Event: [Applicable/Not Applicable]
- (if not applicable, delete the remaining subparagraph of this paragraph)*
- [Rate for accrual of interest []/as specified in Condition 22.5(a)(iii)]

22. Notice periods for Condition 6.2: Minimum period: [[30] days]
Maximum period: [[60] days]
23. SPS Payout: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- SPS Final Payout: [Applicable/Not Applicable]
- [SPS Final Payout - Reverse Convertible Notes**
[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]
- [SPS Final Payout – Vanilla Call Notes**
[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]
- [Autocall Notes**
[Insert related provisions from Payout Conditions]]
- [SPS Automatic Early Redemption Payout:** [Applicable/Not Applicable]
[Insert related provisions from Payout Conditions]]
- Automatic Early Redemption Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"] Automatic Early Redemption Level]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- Automatic Early Redemption Amount: [Specify]
- Automatic Early Redemption Date(s): [Specify] [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] specify any applicable Additional Business Centre (s)/not adjusted]
- Automatic Early Redemption Level: [Specify]
- AER Redemption Percentage: [Specify]
- AER Rate(i): [Specify]
- Automatic Early Redemption Valuation Date(s): [Specify]
[In the event that Automatic Early Redemption Date is a Disrupted Day, [Omission/Postponement/Modified Postponement]

will apply]]

24. Issuer Call:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Optional Redemption Date(s): []

(b) Optional Redemption Amount: [] per Calculation Amount

(N.B: If the Optional Redemption Amount is other than a specified amount per Calculation Amount, the Notes will need to be Exempt Notes)

(c) If redeemable in part: [Not Applicable]

(i) Minimum Redemption Amount: []

(ii) Maximum Redemption Amount: []

(d) Notice periods: Minimum period: [[15] days]
Maximum period: [[30] days]

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of five clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)

25. Investor Put:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Optional Redemption Date(s): []

(b) Optional Redemption Amount: [] per Calculation Amount

(N.B: If the Optional Redemption Amount is other than a specified amount per Calculation Amount, the Notes will need to be Exempt Notes)

(c) Notice periods: Minimum period: [[15] days] [Not Applicable]
Maximum period: [[30] days] [Not Applicable]

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a call) and

custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)

26. Redemption upon a MREL Disqualification Event [Applicable/Not Applicable]
(N.B. Only applicable in case of Senior Non Preferred Notes)
27. Final Redemption Amount: [[see paragraph [20/21/23] above] [] per Calculation Amount]
28. Early Redemption Amount payable on redemption for taxation reasons or on event of default: [An amount determined by the Calculation Agent in accordance with the Conditions / [] per Calculation Amount]
(N.B. If the Notes are to be held in a manner which would allow Eurosystem eligibility, then the Early Redemption Amount shall be no less than par)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

29. Provisions applicable to Physical Delivery: [Applicable/Not Applicable/Physical Delivery Option [1/2/3]]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Entitlement in relation to each Note: [The Entitlement Amount in relation to each Note is:
[Delivery of Worst-Performing Underlying applicable:
[Insert formula from SPS Payout Conditions]
[Calculation Amount: [●]]
Redemption Payout: [●]
SPS Valuation Date: [●]]
- [Delivery of Best-Performing Underlying applicable:
[Insert formula from SPS Payout Conditions]
[Calculation Amount: [●]]
Redemption Payout: [●]
SPS Valuation Date: [●]]
- [Delivery of the Underlying applicable:

[Insert formula from SPS Payout Conditions]

[Calculation Amount: [●]]

Redemption Payout: [●]

SPS Valuation Date: [●]]

(b) Asset Amount: []

(c) Relevant Asset(s): [As specified above]/The relevant asset[s] to which the Notes relate [is/are] []

(d) Settlement Business Day(s): []

30. Variation of Settlement: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Issuer's option to vary settlement: The Issuer [has/does not have] the option to vary settlement in respect of the Notes

(b) Variation of Settlement of Physical Delivery Notes: [Notwithstanding the fact that the Notes are Physical Delivery Notes, the Issuer may make payment of the Redemption Amount on the Maturity Date/The Issuer will procure delivery of the Asset Amount in respect of the Notes]

31. Form of Notes:

(a) Form: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event]

[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]

[Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event]

(N.B. The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 5 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].")

(b) New Global Note: [Yes] [No]

32. Additional Financial Centre(s): [Not Applicable/give details]

(Note that this paragraph relates to the date of payment and not Interest Period End Dates to which subparagraphs 14(c) and 17(e) relate)

33. Talons for future Coupons to be attached to Definitive Notes: [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]

34. Governing law: [English/Luxembourg]

*(N.B.: Subordinated Notes **must** be governed by Luxembourg law)*

[THIRD PARTY INFORMATION]

[*Relevant third party information*] has been extracted from [specify source]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]]

Signed on behalf of **Banque et Caisse d'Epargne de l'Etat, Luxembourg**:

By: _____
Name: _____
Title: _____

PART B – OTHER INFORMATION

6. LISTING AND ADMISSION TO TRADING [Application has been made by the Issuer (or on its behalf) for the Notes to be [admitted to trading on *[specify relevant regulated market (for example, the Bourse de Luxembourg and, if relevant, listing on an official list of the Luxembourg Stock Exchange)]*][listed on the Securities Official List of the Luxembourg Stock Exchange without admission to trading] with effect from [].]

[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be [admitted to trading on *[specify relevant regulated market (for example, the Bourse de Luxembourg and, if relevant, listing on an official list of the Luxembourg Stock Exchange)]*][listed on the Securities Official List of the Luxembourg Stock Exchange without admission to trading] with effect from [].] [Not Applicable]

2. [EU Benchmark Regulation: EU Benchmarks Regulation: Article 29(2) statement on benchmarks:

[Applicable: Amounts payable under the Securities are calculated by reference to *[insert name[s] of Benchmark[s]/the [relevant] Benchmark]*, which [is/are] provided by *[insert name[s] of the Administrator[s]/the [relevant] Administrator]*, as specified in the table below (*if more than one, specify in relation to each relevant Benchmark*)].

[As at the date of these Final Terms, *[insert name[s] of the Administrator[s]/the [relevant] Administrator[s]]* [is/are] not included/[is/are] included][, as the case may be] specified in the table below [is/are] [not] included in the register of Administrators and Benchmarks established and maintained by the European Securities and Markets Authority [(ESMA)] pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) [(the BMR)][, as specified in the table below].

[As far as the Issuer is aware, *[[insert name of Benchmark[s]/the [relevant] Benchmark]* [does/do] not fall within the scope of the BMR by virtue of Article 2 of the BMR.]/[the transitional provisions in Article 51 of the BMR apply, such that the [relevant] Administrator is not currently required to obtain authorisation/registration[, as specified in the table below].] *[repeat as necessary or insert necessary information in a table below]*

[Benchmark]	Administrator	Register	Other Information
[●]	[●]	[●]	[●]

[Not Applicable]]

3. RATINGS

Ratings:

[Not Applicable]/[The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:

[insert details]] by [insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms].

Each of *[defined terms]* is established in the [European Union/United Kingdom] and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such each of *[defined terms]* is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.

[Need to include a brief explanation of the meaning of the ratings if this has been previously published by the rating provider]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for the fees [of *[insert relevant fee disclosure]*] payable to the Manager(s)/Dealer(s), so far as the Issuer is aware, no person involved in the issue of the Notes has an interest including any conflicting interest material to the issue. The [Manager(s)/Dealer(s)] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business – *Amend as appropriate if there are other interests]*

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.)]

5. REASONS FOR THE OFFER, ESTIMATED NET PROCEEDS AND TOTAL EXPENSES

(a) [Reasons for the offer:

[See ["Use of Proceeds"] in the Prospectus/*Give details]* [The Notes are intended to be issued as Green Bonds, *[further particulars to be provided].]*

(See "Use of Proceeds" wording in Prospectus – if reasons for offer different from what is disclosed in the Prospectus, give details)]

(b) Estimated net proceeds: []

(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

(c) Estimated total expenses: [].

(Expenses are required to be broken down into each principal intended "use" and presented in order of priority of such "uses")

6. YIELD *(Fixed Rate Notes only)*

Indication of yield: [] [Not Applicable]

7. PERFORMANCE OF RATES *(Floating Rate Notes only)*

[Not Applicable]/[Details of performance of [LIBOR/EURIBOR/CMS Reference Rate] rates can be obtained, [but not] free of charge, from [Reuters/Bloomberg/give details of electronic means of obtaining the details of performance].]

8. PERFORMANCE OF INDEX/SHARE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

[Not Applicable]/

[Need to include details of where past and future performance and volatility of the index/share can be obtained.]

[Name of the Issuer of the underlying security: []

[N.B. this shall not be the Issuer or an entity belonging to the Issuer's group]

ISIN: []

Index name: []

Relevant weightings of each underlying in the basket: []

Source of information relating to the []
[index/indices/share]:

Place where information to the [index/indices/share] []
can be obtained:

9. UNDERLYING DISCLAIMER⁹

[For use in connection with Indices (including Inflation Indices)]

[Not Applicable]

[The issue of this series of Notes (in this paragraph, the **Transaction**) is not sponsored, endorsed, sold, or promoted by [NAME OF INDEX] (the **Index**) or [NAME OF INDEX SPONSOR] (the **Index Sponsor**) and the Index Sponsor does not make 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. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with entering into any Transaction. The Issuer shall not have any liability for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date, neither the Issuer nor its affiliates have any affiliation with or control over the Index or Index Sponsor.

10. OPERATIONAL INFORMATION

- (a) ISIN: []
- (b) Common Code: []
- (c) CFI: [[See/[[include code]¹⁰, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (d) FISN [[See/[[include code]¹¹, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (e) Any clearing system(s) other than Euroclear and Clearstream Luxembourg and the relevant identification number(s): [Not Applicable/give name(s) and number(s)]
- (f) Names and addresses of additional Paying Agent(s) (if any): [] [Not Applicable]
- (g) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy]

⁹ Include for Index Linked Redemption Notes and Inflation Linked Interest Notes.

¹⁰ The actual code should only be included where the issuer is comfortable that it is correct.

¹¹ The actual code should only be included where the issuer is comfortable that it is correct. ¹² This formulation to be used if the Issuer has not made a determination regarding whether the Notes are Specified Notes as of the date of the Final Terms.

and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

[No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

11. DISTRIBUTION

- (a) Method of distribution: [Syndicated/Non-syndicated]
- (b) If syndicated, names and addresses of Managers and underwriting commitments/quotas (material features): [Not Applicable/give names and addresses and underwriting commitments]
- (Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of entities agreeing to place the issue without a firm commitment or on a best efforts basis if such entities are not the same as the Managers.)*
- (c) Date of Subscription Agreement: []
- (d) Stabilisation Manager(s) (if any): [Not Applicable/give name(s)]
- (e) If non-syndicated, name and address of relevant Dealer: [Not applicable/give name and address]
- (f) Total commission and concession: []% of the Aggregate Nominal Amount
- (g) U.S. Selling Restrictions: [Reg. S Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
- (h) Non-exempt Offer: [Applicable] [Not Applicable] *(if not applicable, delete the remaining placeholders of this paragraph (h) and also paragraph 12 below).*
- (i) Non-exempt Offer Jurisdictions: Luxembourg
- (j) Offer Period: [Specify date] until [specify date or a description of the date such as "the Issue Date" or "the date which falls [●] Business Days thereafter"]

- (k) Financial intermediaries granted specific consent to use the Prospectus in accordance with the Conditions in it: *[Insert names and addresses of financial intermediaries receiving consent (specific consent)]*
- (l) General Consent: [Applicable] [Not Applicable]
- (m) Other Authorised Offeror Terms: [Not Applicable]*[Add here any other Authorised Offeror Terms]*.
(Authorised Offeror Terms should only be included here where General Consent is applicable.)
(N.B. Consider any local regulatory requirements necessary to be fulfilled so as to be able to make a non-exempt offer in relevant jurisdictions. No such offer should be made in any relevant jurisdiction until those requirements have been met. Non-exempt offers may only be made into jurisdictions in which the prospectus (and any supplement) has been notified/passported)
- (n) Prohibition of Sales to EEA and UK Retail Investors: [Applicable/Not Applicable]
(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)

12. TERMS AND CONDITIONS OF THE OFFER

- Offer Price: [Issue Price][Not applicable]*[Specify]*
- [Conditions to which the offer is subject:] [Not applicable/*give details*]
- [Description of the application process:] [Not applicable/*give details*]
- [Details of the minimum and/or maximum amount of the application:] [Not applicable/*give details*]
- [Description of possibility to reduce subscriptions and manner for refunding amounts paid in excess by applicants:] [Not applicable/*give details*]
- [Details of the method and time limits for paying up and delivering the Notes:] [Not applicable/*give details*]
- [Manner in and date on which results of the offer are to be made public:] [Not applicable/*give details*]
- [Procedure for exercise of any right of pre-emption, negotiability of subscription] [Not applicable/*give details*]

rights and treatment of subscription rights not exercised:]

[Whether tranche(s) has/have been reserved for certain countries:] [Not applicable/give details]

[Process for notifying applicants of the amount allotted and an indication whether dealing may begin before notification is made:] [Not applicable/give details]

[Amount of any expenses and taxes charged to the subscriber or purchaser:] [Not applicable/give details]

(If the Issuer is subject to MiFID II and/or PRIIPs such that it is required to disclose information relating to costs and charges, also include that information)

[Name(s)] and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place:] [The Authorised Offerors identified in paragraph 10 above and identifiable from the Prospectus/None/give details]

[Name and address of the entities which have a firm commitment to act as intermediaries in secondary trading, providing liquidity through bid and offer rates and description of the main terms of their commitment:] [None/give details]

13. U.S. FEDERAL INCOME TAX CONSIDERATIONS

[The Notes are [not] Specified Notes for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the Notes will be available from [give name(s) and address(es) of Issuer contact].] [As at the date of these Final Terms, the Issuer has not determined whether the Notes are Specified Notes for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Notes for these purposes. This is indicative information only, subject to change, and if the Issuer's final determination is different then it will give notice of such determination. [Please contact [give name(s) and address(es) of Issuer contact] for further information regarding the application of Section 871(m) to the Notes.]]¹² *(The Notes will not be Specified Notes if they (i) are issued prior to January 1, 2019 and are not "delta-one" for U.S. tax purposes or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to January 1, 2019 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued after January 1, 2019, further analysis would be required. If the Notes are Specified Notes, include the "Additional information" sentence and provide the appropriate contact information at the Issuer.)*]

14. PROVISIONS RELATING TO GREEN BONDS

14.1.1 Green Bonds [Yes/No]

¹² This formulation to be used if the Issuer has not made a determination regarding whether the Notes are Specified Notes as of the date of the Final Terms.

14.1.2 [Reviewer(s):]

[Name of sustainability rating agency(ies) [and name of third party assurance agent] and [give details of compliance opinion(s) and availability]]

14.1.3 [Date of third party opinion(s):]

[Not Applicable/*give details*]

ANNEX 1
SUMMARY
[]

APPLICABLE FINAL TERMS (WHOLESALE)

NOTES WITH A DENOMINATION OF €100,000 (OR ITS EQUIVALENT IN ANY OTHER CURRENCY) OR MORE, OTHER THAN EXEMPT NOTES

Set out below is the form of Final Terms which will be completed for each Tranche of Notes which are not Exempt Notes and which have a denomination of at least EUR 100,000 (or its equivalent in any other currency) or more issued under the Programme.

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, **MiFID II**); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**) where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]¹

[²MIFID II product governance / Professional investors and ECPs only target market – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in [Directive 2014/65/EU (as amended, **MiFID II**)] [MiFID II]; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels.]

OR

[³MIFID II product governance / Retail investors, professional investors and ECPs – Solely for the purposes of [the/each] manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties, professional clients and retail clients, each as defined in [Directive 2014/65/EU (as amended, "MiFID II")][MiFID II]; ***EITHER***⁴ [and (ii) all channels for distribution of the Notes are appropriate, including investment advice, portfolio management, non-advised sales and pure execution services] **OR**⁵ [(ii) all channels for distribution to eligible counterparties and professional clients are appropriate; and (iii) the following channels for distribution of the Notes to retail clients are appropriate - investment advice[,/ and] portfolio management[,/ and][non-advised sales] [and pure execution services][, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]]. [*Consider any negative target market*]. Any person subsequently offering, selling or recommending the Notes (a "distributor") should take

¹ Legend to be included on front of the Final Terms if the Notes potentially constitute "packaged" products and no key information document will be prepared or the issuer wishes to prohibit offers to EEA or UK retail investors for any other reason, in which case the selling restriction should be specified to

be "Applicable".

² Legend to be included on front of the Final Terms if following the ICMA 1 "all bonds to all professionals" target market approach.

³ Legend to be included on front of the Final Terms if following the ICMA 2 approach.

⁴ Include for bonds that are not ESMA complex.

⁵ Include for certain ESMA complex bonds. This list may need to be amended, for example, if advised sales are deemed necessary. If there are advised sales, a determination of suitability will be necessary. In addition, if the Notes constitute "complex" products, pure execution services are not permitted to retail without the need to make the determination of appropriateness required under Article 25(3) of MiFID II.

into consideration the manufacturer['s/s'] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer['s/s'] target market assessment) and determining appropriate distribution channels[, subject to the distributor's suitability and appropriateness obligations under MiFID II, as applicable]⁶.]

[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the SFA) - [To insert notice if classification of the Notes is not "prescribed capital markets products" pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]".]⁷

[Date]

BANQUE ET CAISSE D'EPARGNE DE L'ETAT, LUXEMBOURG

Legal Entity Identifier (LEI): **R7CQUF1DQM73HUTV1078**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the U.S.\$8,000,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the notes (the **Conditions**) set forth in the Prospectus dated 1 July 2020 [and the supplement[s] to the Prospectus dated [date[s]]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Prospectus**). This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Prospectus [as so supplemented] in order to obtain all the relevant information. The Prospectus is available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies may be obtained from the Issuer's registered office at 1-2 place de Metz, L-2954 Luxembourg and from Citibank, N.A., London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

[The following alternative language applies if the first tranche of an issue which is being increased was issued under a Prospectus with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions of the notes (the **Conditions**) set forth in the Prospectus dated [28 June 2019]/[30 June 2016]/[30 June 2015]/[30 June 2014] which are incorporated by reference in the Prospectus dated 1 July 2020. This document constitutes the Final Terms of the Notes described herein for the purposes of the Prospectus Regulation and must be read in conjunction with the Prospectus dated 1 July 2020 [and the supplement[s] to the Prospectus dated [date[s]]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Regulation (the **Prospectus**) in order to obtain all the relevant information. The Prospectus is available on the website of the Luxembourg Stock Exchange (www.bourse.lu) and copies may be obtained from the Issuer's registered office at 1-2 place de Metz, L-2954 Luxembourg and from Citibank, N.A., London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.]

[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs

⁶ If the Notes constitute "complex" products, pure execution services are not permitted to retail without the need to make the determination of appropriateness required under Article 25(3) of MiFID II. If there are advised sales, a determination of suitability will be necessary.

⁷ Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

(in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Final Terms.]

[When adding any other final terms or information consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.]

1. (a) Series Number: []
- (b) Tranche Number: []
- (c) Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with [*identify earlier Tranches*] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 30 below, which is expected to occur on or about []][Not Applicable]
2. Specified Currency or Currencies: []
3. Aggregate Nominal Amount:
 - (a) Series: []
 - (b) Tranche: []
 - (c) Units: [] Units (being the equivalent of [*insert currency*]; [*insert amount*])) [Not Applicable]
4. Issue Price: []% of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
5. (a) Specified Denominations: []
- (b) Calculation Amount (in relation to calculation of interest in global form see Conditions): []

(If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor. Note: There must be a common factor in the case of two or more Specified Denominations.)
6. (a) Issue Date: []
- (b) Interest Commencement Date: [*specify/Issue Date/Not Applicable*]

(N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)

7. Maturity Date: [*Fixed Rate Note – specify date/Floating Rate Note or any other Note where the Interest Period end*]

date(s) are adjusted – Interest Payment Date falling in or nearest to [*specify month*]]

8. Interest Basis: [[]% Fixed Rate] [subject to interest rate step-up as specified in subparagraph 13(h) below] [[[] month [LIBOR/EURIBOR]]/[CMS Reference Rate] +/- []% Floating Rate]]
[Zero Coupon]
[[]% Fixed Rate] [[] month [LIBOR/EURIBOR] [+/-][] per cent. Floating Rate] Range Accrual/Dual Range Accrual
[Inflation Linked Interest]
- (see paragraph [14/15/16/18/19] below)
9. SPS Coupon Rate (*include one or more of the following if applicable*): [Applicable/Not Applicable]
- [SPS Digital Coupon applicable]
- [SPS Snowball Digital Coupon applicable]
- (see paragraph [18] below)
10. Redemption/Payment Basis: [Subject to any purchase and cancellation or early redemption, the Notes may be redeemed on the Maturity Date at []% of their nominal amount]
[Index Linked Redemption]
[Equity Linked Redemption]
[SPS Payout]
11. Change of Interest Basis or Redemption/Payment Basis: [*Specify the date when any e.g. fixed to floating rate change occurs or cross refer to paragraphs 14 and 15 below and identify there*] [Not applicable]
12. Put/Call Options:
[Investor Put]
[Issuer Call]
[(see paragraph 24/25 below)]
[Not Applicable]
13. (a) Status of the Notes: [Senior [Preferred/Non Preferred]/Subordinated]
- (*issues of Subordinated Notes are subject to the prior written consent of the Ministry of Treasury of Luxembourg*)
- (b) Date [Board] approval for issuance of Notes obtained: [[] [and [], respectively]] [Not Applicable]
(*N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes*)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

14. Fixed Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Rate(s) of Interest: []% [per annum] payable in arrear on each Interest Payment Date
- [For interest step-up Notes: []% per annum commencing on (and including) the Interest Commencement Date until (but not including) [date]*
- []% [per annum] commencing on (and including) [date] until (but not including) [date]⁸*
- []% [per annum] commencing on (and including) [date] until (but not including) the Maturity Date]]*
- (b) Interest Payment Date(s): [[] in each year up to and including the Maturity Date/[specify dates]]
- (Amend appropriately in the case of irregular coupons)*
- (c) Interest Period End Date(s): [] in each year [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] specify any applicable Additional Business Centre(s) for the definition of Business Day]/[not adjusted]
- (d) Fixed Coupon Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [] per Calculation Amount
- (e) [Initial/Final] Broken Amount(s) for Notes in definitive form (and in relation to Notes in global form see Conditions): [[] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []/[Not applicable]
- (f) Fixed Day Count Fraction: [Actual/360, 30/360, 360/360, Bond Basis, 30E/360, Eurobond Basis, Actual/365 (Fixed), Actual/Actual (ICMA)] [Not Applicable] *(Note that if interest is not payable on a regular basis (for example, if there are Broken Amounts specified) Actual/Actual (ICMA) will not be a suitable Fixed Day Count Fraction)*
- (g) Determination Date(s): [[] in each year] [Not Applicable]
- (Only relevant where Day Count Fraction is Actual/Actual (ICMA). In such a case, insert regular*

⁸ Further periods to be inserted as necessary.

interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.)

- (h) Interest rate step-up: [Applicable, for further details see paragraph 14(a) above/Not Applicable]
15. Floating Rate Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Interest Period End Dates: [] in each year [adjusted in accordance with [FRN Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/not adjusted]
- (b) Interest Payment Dates: []
- (c) Additional Business Centre(s):
- (i) For fixing: [] [Not Applicable]
- (ii) For Interest Period End Dates: [] [Not Applicable]
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA Determination/CMS Rate Determination]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): [] (the **Calculation Agent**)
- (f) Screen Rate Determination: [Applicable/Not Applicable]
- (i) Reference Rate: [[] month [LIBOR/EURIBOR]/CMS Reference Rate]
- (ii) Interest Determination Date(s): []
- (Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- (iii) Relevant Screen Page: []
- (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*

(g) ISDA Determination: [Applicable/Not Applicable]

(i) Floating Rate Option: []

(ii) Designated Maturity: []

(iii) Reset Date: []

(In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)

(h) CMS Rate Determination: [Applicable/Not Applicable]

(i) CMS Screen Page: [Condition 4.2(b)(iii) applies/[]]

(ii) Interest Determination Date: [Condition 4.2(b)(iii) applies/[]/]

(iii) Reference Currency: [Euro/Sterling/United States dollar]

(iv) Designated Maturity: [[]]

(v) Calculation Agent: [Agent/named Manager/other]

(i) Linear Interpolation: [Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]

(j) Margin(s): [+/-] []% per annum

(k) Minimum Rate of Interest: [[]% per annum] [Not Applicable]

(l) Maximum Rate of Interest: [[]% per annum] [Not Applicable]

(m) Day Count Fraction: [Actual/Actual]
[Actual/Actual (ICMA)]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/360]
[30/360]
[360/360]
[Bond Basis]
[30E/360]
[Eurobond Basis]
[30E/360 (ISDA)]

16. Zero Coupon Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Accrual Yield: []% per annum

- (b) Reference Price: []
- (c) Any other formula/basis of determining amount payable: []
- (d) Day Count Fraction in relation to Early Redemption Amounts: [30/360]
[Actual/360]
[Actual/365]
[Actual/Actual (ICMA)]
17. SPS Coupon Rate (*include one or more of the following if applicable*): [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
[SPS Digital Coupon applicable:
[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]
[SPS Snowball Digital Coupon applicable:
[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]
- (a) Interest Valuation Date(s): []
- (b) Interest Payment Date(s): [] in each year up to and including the Maturity Date]
- (c) Interest Period End Date(s): [] in each year [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre(s) for the definition of Business Day*]/[not adjusted]
- (d) Day Count Fraction: [Applicable/Not Applicable]
[30/360]
[Actual/360]
[Actual/365]
[Actual/Actual (ICMA)]
18. Inflation Linked Interest Note Provisions: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Screen Page: []
- (b) Cap Level: []%
- (c) Floor Level: []%
- (d) Multiplier: []%

- (e) Calculation Agent responsible for calculating the interest due: []
- (f) Interest Period End Dates: [] in each year [adjusted in accordance with [FRN Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/not adjusted]
- (g) Interest Payment Dates: []
- (h) Interest Determination Date(s): []
- (i) Additional Business Centre(s): []
- (j) Minimum Rate of Interest: []% per annum/[Not Applicable]
- (k) Maximum Rate of Interest: []% per annum/[Not Applicable]
- (l) Day Count Fraction: [Actual/Actual]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/Actual (ICMA)]
[Actual/360]
[30/360]
[360/360]
[Bond Basis]
[30E/360]
[Eurobond Basis]
[30E/360 (ISDA)]
- (m) Cut-Off Date: []/[Not Applicable]
- (n) Related Bond: []/[Fall Back Bond]
- (o) Issuer of Related Bond: []/[Not Applicable]
- (p) Fall Back Bond: [Applicable/Not Applicable]
- (q) Index Sponsor: []
- (r) Related Bond Redemption Event: [Applicable/Not Applicable]
- (s) Scheduled Trading Day: []
19. Range Accrual Note Provisions: [Fixed Rate Range Accrual Note]
[Floating Rate Range Accrual Note]
[Fixed Rate Dual Range Accrual Note]
[Floating Rate Dual Range Accrual Note]
[CMS Range Accrual Note]

[Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(The following is applicable in relation to Fixed Rate Range Accrual Notes, Fixed Rate Dual Range Accrual Notes or CMS Range Accrual Notes that bear fixed rate interest)

- (a) Fixed Rate: []% per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [] in each year up to and including the Maturity Date [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre(s) for the definition of Business Day*]/[not adjusted]
- (Amend appropriately in the case of irregular coupons)*
- (c) Interest Period End Date(s): [] in each year [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre (s)/not adjusted*]
- (d) Day Count Fraction: [Actual/360, 30/360, Bond Basis, 30E/360, Eurobond Basis, Actual/365 (Fixed), Actual/Actual (ICMA)]
- (e) Determination Dates: [[] in each year] [Not Applicable] *(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))*

(The following is applicable in relation to Floating Rate Range Accrual Notes, Floating Rate Dual Range Accrual Notes or CMS Range Accrual Notes that bear floating rate interest)

- (f) Interest Period End Dates: [] in each year [adjusted in accordance with [FRN Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/[not adjusted]
- (g) Interest Payment Dates: []
- (h) Additional Business Centre(s): []
- (i) For fixing: [] [Not Applicable]
- (ii) For Interest Period End [] [Not Applicable]

Dates:

- (i) Manner in which the Rate(s) of Interest and Interest Amount to be determined: [Screen Rate Determination/ISDA Determination]
- (j) Screen Rate Determination: [Applicable/Not Applicable]
- (i) Reference Rate: [] month [LIBOR/EURIBOR][CMS Reference Rate]
- (ii) Interest Determination Date(s): []
- (Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- (iii) Relevant Screen Page: []
- (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (iv) Rate Cut-Off Date: [] / [Not Applicable]
- (k) ISDA Determination: [Applicable/Not Applicable]
- (i) Floating Rate Option: []
- (ii) Designated Maturity: []
- (iii) Reset Date: []
- (In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)*
- (iv) Rate Cut-Off Date: [] / [Not Applicable]
- (l) Margin(s): [+/-][]% per annum
- (m) Minimum Rate of Interest: []% per annum
- (n) Maximum Rate of Interest: []% per annum
- (o) Day Count Fraction: [Actual/Actual]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/Actual (ICMA)]
[Actual/360]
[30/360]
[360/360]

[Bond Basis]
[30E/360]
[Eurobond Basis]
[30E/360 (ISDA)]

(The following must be completed in relation to all Range Accrual Notes (other than Dual Range Accrual Notes))

(p) Additional Business Centre(s): [] [Not Applicable]

(q) Upper Range: []%

(If the Upper Range adjusts with various periods use the table below)

From and To but Upper Range
including excluding

[] [] []%

(r) Lower Range: []%

(If the Lower Range adjusts with various periods use the table below)

From and To but excluding Lower Range
including

[] [] []%

(s) Range Accrual Reference Rate: [Screen Rate Determination/ISDA Determination]

(i) Screen Rate Determination:

- Reference Rate: [[] month [LIBOR/EURIBOR]]/[CMS Reference Rate]

(The following is applicable only in relation to CMS Range Accrual Notes)

Reference Currency: [Euro/Sterling/United States dollar]

Designated Maturity: []

- Relevant Screen []
Page:

(For example, Reuters EURIBOR 01)

- Range Accrual [Observation Date/specify other period]
Reference Rate
Determination
Date(s):

- Rate Cut-Off Date: [] / [Not Applicable]

(ii) ISDA Determination:

- Floating Rate Option: []
- Designated Maturity: []
- Reset Date: [Observation Date/specify other]
- Rate Cut-Off Date: [] / [Not Applicable]

(t) Calculation Agent: [give name]

(u) Autoswitch: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs)

(i) Target Rate: []%

(ii) Switch Rate: []%

(The following must be completed in relation to Dual Range Accrual Notes)

(v) Upper Range₁: []%

(If the Upper Range₁ adjusts with various periods use the table below)

From and including	To but excluding	Upper Range ₁
[]	[]	[]%

(w) Lower Range₁: []%

(If the Lower Range₁ adjusts with various periods use the table below)

From and including	To but excluding	Lower Range ₁
[]	[]	[]%

(x) Upper Range₂: []%

(If the Upper Range₂ adjusts with various periods use the table below)

From including	and To but excluding	Upper Range ₂
[]	[]	[]%

- (y) Lower Range₂: []%
- (If the Lower Range₂ adjusts with various periods use the table below)*
- | | | | | |
|-----------|-----|-----------|-----|--------------------------|
| From | and | To | but | Lower Range ₂ |
| including | | excluding | | |
| [] | | [] | | []% |
- (z) Range Accrual Reference Rate: [Screen Rate Determination/ISDA Determination]
- (A) Screen Rate Determination:
- Reference Rate₁: [[] month [LIBOR/EURIBOR]]/[CMS Reference Rate]
- (The following is applicable in relation to CMS Range Accrual Notes)*
- Reference Currency: [Euro/Sterling/United States dollar]
- Designated Maturity: []
- Relevant Screen Page for Reference Rate₁: []
(For example, Reuters EURIBOR 01)
 - Reference Rate₂: [[] month [LIBOR/EURIBOR]]/[CMS Reference Rate/CMS Formula Rate]
- (The following is applicable in relation to CMS Range Accrual Notes)*
- Reference Currency: [Euro/Sterling/United States dollar]
- Designated Maturity: []
- (The following is applicable in relation to CMS Formula Rate)*
- Reference Currency₁: [Euro/Sterling/United States dollar]
- Designated Maturity₁: []
- Reference Currency₂: [Euro/Sterling/United States dollar]
- Designated Maturity₂: []
- Relevant Screen Page Reference []

Rate₂:

(For example, Reuters EURIBOR 01)

- Range Accrual [Observation Date/specify other period]
Reference Rate
Determination
Date(s):
- Rate Cut-Off Date: [] / [Not Applicable]

(B) ISDA Determination:

- Floating Rate []
Option:
- Designated []
Maturity:
- Rate Cut-Off Date: [] / [Not Applicable]

(aa) Calculation Agent: [give name]

(bb) Autoswitch: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs)

(i) Target Rate: []%

(ii) Switch Rate: []%

PROVISIONS RELATING TO REDEMPTION

20. Index Linked Redemption Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Index/Indices: []

(If more than one, refer to as Index₁, Index₂ etc.)

(b) Screen Page: *(Specify if applicable, or give the sources of observation for each index)*

(c) Component Transactions: []

(d) Formula: [Autocall *In the case of Autocall specify **Autocall Trigger Level**: []% of the Initial Price, **Percentage Multiplier**: []% for Observation Date (1), []% for Observation Date (2) etc. **Lower Threshold Level**: []% of the Initial Price, **Lower Threshold Multiplier**: []%, **Threshold Level**: []% of the Initial Price, **Threshold Multiplier**: []% and **Final Percentage Multiplier**: []%.*]/[Autocall with

Spread [*In the case of Autocall with Spread specify: Autocall Trigger Level: []% of the Initial Price, Multiplier: []% and Final Percentage Multiplier: []%/*Lookback [*In the case of Lookback specify Multiplier: []%, Floor Level: [] and x: []*] [Short-term Lookback [*In the case of Short-term Lookback specify Multiplier: []%, Short-term Lookback Multiplier: []%, Cap Level: [], Floor Level: [] and x:[]*] [Double Win [*In the case of Double Win specify. Barrier Level Multiplier: []%, Cap Level: []%, Floor Level: [] and Final Valuation Date: []*] [Triple Index [*In the case of Triple Index specify Multiplier: []%*] [Asian Call [*In the case of Asian Call specify Multiplier: []%, Cap Level: []% and Floor Level: []%*] [Not Applicable]

(e) Calculation Agent responsible for calculating the redemption amount due: []

(f) Settlement Price: []

(g) Relevant Level: [] Index Currency: [] [The official closing level for the Index/Indices] [the official fixing eventually calculated and/or published by the Index Sponsor] [the Valuation Method]

(h) Valuation Date: []

(i) Valuation Method: [Highest]/[Average Highest]/[Market Value]

(j) Quotation Method: [Bid]/[Mid]/[Ask]

(k) Quotation Amount: []/[As set out in Condition 21]

(l) Averaging: Averaging [applies/does not apply] to the Notes.

[The Averaging Dates are []]

[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply]

[Modified Postponement is applicable]

(only applicable if Modified Postponement is applicable as an Averaging election)

[Specified Maximum Days of Disruption will be equal to: []/[eight]]

(if no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will

be equal to eight)

- (m) Observation Date(s): [Observation Date₍₁₎: [], Observation Date₍₂₎: [] *etc.*] [Not Applicable].] [In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
- (n) Early Redemption Date(s) corresponding to Observation Date(s): [Early Redemption Date₍₁₎: [], Early Redemption Date₍₂₎: [] *etc.*]
- (o) Observation Period: [*Specify/Not Applicable*]
- (p) Exchange Business Day: [Single Index Basis/All Indices Basis/Per Index Basis/As per Conditions]
- (q) Scheduled Trading Day: [Single Index Basis/All Indices Basis/Per Index Basis/As per Conditions]
- (must match election made for Exchange Business Day)*
- (r) Exchange(s) and Index Sponsor: (i) the relevant Exchange[s] [is/are] [] and (ii) the relevant Index Sponsor is [].
- (s) Related Exchange: [*Specify/Each exchange or quotation system on which option contracts or futures contracts relating such Index is traded/All Exchanges*]
- (t) Relevant Time: [Scheduled Closing Time/Any time [on the Valuation Date/during the Observation Period.] [The relevant time is [], being the time specified on the Valuation Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (*N.B. if no Relevant Time is specified, the Valuation Time will be the Scheduled Closing Time*).
- (u) Additional Disruption Events: [(i)] The following Additional Disruption Events apply to the Notes:
- (Specify each of the following which applies.)*
- [Change of Law]
 - [Hedging Disruption]
 - [Increased Cost of Hedging]
 - [Increased Cost of Stock Borrow]
 - [Loss of Stock Borrow]
- [(ii)] [The Trade Date is []. [*If no Trade Date is specified, Issue Date will be the Trade Date*]
- (N.B. only applicable if Change of Law*

and/or Increased Cost of Hedging is applicable)]

[(iii)] [The Maximum Stock Loan Rate in respect of [*specify in relation to each security/commodity comprised in an Index*] is [].

(N.B. only applicable if Loss of Stock Borrow is applicable)]

[(iv)] [The Initial Stock Loan rate in respect of [*specify in relation to each security/commodity comprised in an Index*] is [].

(N.B. only applicable if Increased Cost of Stock Borrow is applicable)]

(v) Market Disruption: Specified Maximum Days of Disruption will be equal to []/[eight]

(if no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)

(w) Knock-in Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-in Level]]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[In the event that a Knock-in Determination Day is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

(i) SPS Knock-in Valuation [Applicable/Not applicable]

[If applicable insert relevant provisions from Conditions]

(ii) Knock-in Level: [*Specify*]

(iii) Knock-in Determination Day(s): [*Specify/Each Scheduled Trading Day in the Knock-in Determination Period*]

(iv) Knock-in Period Beginning Date: [Not Applicable/*specify*]

(v) Knock-in Period Ending Date: [Not Applicable/*specify*]

(vi) Knock-in Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-in Determination Day.]

- (x) Knock-out Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-out Level]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [In the event that a Knock-out Determination Day is a Disrupted Day,
- [Omission/Postponement/Modified Postponement] will apply]
- (i) Knock-out Level: [*Specify*]
- (ii) Knock-out Determination Day(s): [*Specify*/Each Scheduled Trading Day in the Knock-out Determination Period]
- (iii) Knock-out Period Beginning Date: [Not Applicable/*specify*]
- (iv) Knock-out Period Ending Date: [Not Applicable/*specify*]
- (v) Knock-out Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-out Determination Day]
- (y) Automatic Early Redemption Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Automatic Early Redemption Level]/[SPS Automatic Early Redemption Payout in paragraph 23 below applies]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Automatic Early Redemption Amount: [*Specify*/See definition in Condition 20]
- (ii) Automatic Early Redemption Date(s): [*Specify*] [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre (s)/not adjusted*]
- (iii) Automatic Early Redemption Level: [*Specify*]
- (iv) Automatic Early Redemption Rate: [*Specify*]
- (v) Automatic Early Redemption Valuation Date(s): [*Specify*]
- [In the event that Automatic Early Redemption Date is a Disrupted Day, [Omission/Postponement/Modified Postponement]

will apply.]

21. Equity Linked Redemption Note Provisions: [Applicable/Not Applicable]
- (If not applicable, delete the remaining sub-paragraphs of this paragraph)*
- (a) Share(s): []
- (b) ISIN of Share(s): []
- (c) Strike: []% of the Initial Price
- (d) Settlement Price: [] [As set out in Condition 21]
- [Exchange Rate: []]
- (e) Calculation Agent responsible for calculating any amount due under the Notes: [] *(N.B. Specify name and address)*
- (f) Valuation Date: []
- (g) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are []]
- [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply]
- [Modified Postponement is applicable]
- (only applicable if Modified Postponement is applicable as an Averaging election)*
- [Specified Maximum Days of Disruption will be equal to: []/[eight]]
- (if no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*
- (h) Observation Date(s): [The Observation Date(s) is/are []/Not Applicable] [In the event that an Observation Date is a Disrupted Date[Omission/Postponement/Modified Postponement] will apply]
- (i) Observation Period: [] [Not Applicable]
- (j) Exchange Business Day: [Single Share Basis/All Shares Basis/Per Share Basis/As per Conditions]
- (k) Scheduled Trading Day: [Single Share Basis/All Shares Basis/Per Share Basis/As per Conditions]
- (must match election made for Exchange Business*

Day)

- (l) Exchange(s): The relevant Exchange[s] [is/are] []
- (m) Related Exchange(s): []/[Each exchange or quotation system on which option contracts or futures contracts relating to such Share(s) are traded/All Exchanges]
- (n) Relevant Time: [Scheduled Closing Time/Any time [on the Valuation Date/during the Observation Period.] [The relevant time is [], being the time specified on the Valuation Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.]

(N.B. if no Relevant Time is specified, the Valuation Time will be the Scheduled Closing Time).

- (o) Additional Disruption Events:
- [(i) The following Additional Disruption Events apply to the Notes:
- (Specify each of the following which applies.)*
- [Change of Law]
[Hedging Disruption]
[Insolvency Filing]
[Failure to Deliver]
[Increased Cost of Hedging]
[Increased Cost of Stock Borrow]
[Loss of Stock Borrow]
- [(ii) [The Trade Date is []].
- (N.B. only applicable if Change of Law and/or Increased Cost of Hedging is applicable)]*
- [(iii) [The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is []].
- (N.B. only applicable if Loss of Stock Borrow is applicable)]*
- [(iv) [The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is []].
- (N.B. only applicable if Increased Cost of Stock Borrow is applicable)]*

- (p) Market Disruption: Specified Maximum Days of Disruption will be equal to []/[eight]
- (if no Specific Maximum Days of Disruption is*

stated, Specified Maximum Days of Disruption will be equal to eight)

- (q) Knock-in Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-in Level]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [In the event that a Knock-in Determination Day is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (i) SPS Knock-in Valuation [Applicable/Not applicable]
- (If applicable insert relevant provisions from Conditions)*
- (ii) Knock-in Level: [Specify]
- (iii) Knock-in Determination Day(s): [Specify/Each Scheduled Trading Day in the Knock-in Determination Period]
- (iv) Knock-in Period Beginning Date: [Not Applicable/specify]
- (v) Knock-in Period Ending Date: [Not Applicable/specify]
- (vi) Knock-in Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-in Determination Day.]
- (r) Knock-out Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-out Level]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [In the event that a Knock-out Determination Day is a Disrupted Day,
- [Omission/Postponement/Modified Postponement] will apply]
- (i) Knock-out Level: [Specify]
- (ii) Knock-out Determination Day(s): [Specify/Each Scheduled Trading Day in the Knock-out Determination Period]
- (iii) Knock-out Period Beginning Date: [Not Applicable/specify]
- (iv) Knock-out Period Ending Date: [Not Applicable/specify]

- (v) Knock-out Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-out Determination Day]
- (s) Automatic Early Redemption Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"] Automatic Early Redemption Level]/[SPS Automatic Early Redemption Payout in paragraph 23 below applies]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Automatic Early Redemption Amount: [Specify/See definition in Condition 21]
- (ii) Automatic Early Redemption Date(s): [Specify] [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] specify any applicable Additional Business Centre (s)/not adjusted]
- (iii) Automatic Early Redemption Level: [Specify]
- (iv) Automatic Early Redemption Rate: [Specify]
- (v) Automatic Early Redemption Valuation Date(s): [Specify]
- [In the event that Automatic Early Redemption Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply]
- (t) Delayed Redemption on Occurrence of Extraordinary Events: [Applicable/Not Applicable]
- (if not applicable, delete the remaining subparagraph of this paragraph)*
- [Rate for accrual of interest []/as specified in Condition 22.2(c)(iii)]
- (u) Delayed Redemption on Occurrence of Additional Disruption Event: [Applicable/Not Applicable]
- (if not applicable, delete the remaining subparagraph of this paragraph)*
- [Rate for accrual of interest []/as specified in Condition 22.5(a)(iii)]
22. Notice periods for Condition 6.2: Minimum period: [30] days
Maximum period: [60] days
23. SPS Final Payout: [Applicable/Not Applicable]

(if not applicable, delete the remaining subparagraph of this paragraph)

[SPS Final Payout - Reverse Convertible Notes

[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]

[SPS Final Payout – Vanilla Call Notes

[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]

[Autocall Notes

[Insert related provisions from Payout Conditions]]

[SPS Automatic Early Redemption Payout

[Insert related provisions from Payout Conditions]]

Automatic Early Redemption Event:

[Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"] Automatic Early Redemption Level]

(If not applicable, delete the remaining subparagraphs of this paragraph)

Automatic Early Redemption Amount:

[Specify]

Automatic Early Redemption Date(s):

[Specify] [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre (s)/not adjusted]*

Automatic Early Redemption Level:

[Specify]

AER Redemption Percentage:

[Specify]

AER Rate(i):

[Specify]

Automatic Early Redemption Valuation Date(s):

[Specify]

[In the event that Automatic Early Redemption Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply]]

24. Issuer Call:

[Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Optional Redemption Date(s):

[]

(b) Optional Redemption Amount:

[] per Calculation Amount

(N.B: If the Optional Redemption Amount is other than a specified amount per Calculation Amount, the Notes will need to be Exempt Notes)

(c) If redeemable in part:

(i) Minimum Redemption [] [Not Applicable]
Amount:

(ii) Maximum Redemption [] [Not Applicable]
Amount:

(d) Notice Periods: Minimum period: [15] days
Maximum period: [30] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of five clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)

25. Investor Put: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Optional Redemption Date(s): []

(b) Optional Redemption Amount: [] per Calculation Amount

(N.B: If the Optional Redemption Amount is other than a specified amount per Calculation Amount, the Notes will need to be Exempt Notes)

(c) Notice Periods: Minimum period: [15] days

Maximum period: [30] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a call) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)

26. Redemption upon a MREL Disqualification Event [Applicable/Not Applicable]

(N.B. Only applicable in case of Senior Non Preferred Notes)

27. Final Redemption Amount: [[see paragraph [20/21/23] above] [] per Calculation Amount]

28. Early Redemption Amount payable on redemption for taxation reasons or on event of default: [An amount determined by the Calculation Agent in accordance with the Conditions []/per Calculation Amount]

(N.B. If the Notes are intended to be held in a manner which would allow Eurosystem eligibility, then the Early Redemption Amount shall be no less than par)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

29. Provisions applicable to Physical Delivery: [Applicable/Not Applicable/Physical Delivery Option [1/2/3]]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Entitlement in relation to each Note: [The Entitlement Amount in relation to each Note is:

[Delivery of Worst-Performing Underlying applicable:

[Insert formula from Payout Conditions]

[Calculation Amount: [●]]

Redemption Payout: [●]

SPS Valuation Date: [●]]

[Delivery of Best-Performing Underlying applicable:

[Insert formula from Payout Conditions]

[Calculation Amount: [●]]

Redemption Payout: [●]

SPS Valuation Date: [●]]

[Delivery of the Underlying applicable:

[Insert formula from Payout Conditions]

[Calculation Amount: [●]]

Redemption Payout: [●]

SPS Valuation Date: [●]]

(b) Asset Amount []

- (c) Relevant Asset(s): [As specified above]/The relevant asset[s] to which the Notes relate [is/are] []
- (d) Settlement Business Day(s): []
30. Variation of Settlement: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Issuer's option to vary settlement: The Issuer [has/does not have] the option to vary settlement in respect of the Notes
- (b) Variation of Settlement of Physical Delivery Notes: [Notwithstanding the fact that the Notes are Physical Delivery Notes, the Issuer may make payment of the Redemption Amount on the Maturity Date/The Issuer will procure delivery of the Asset Amount in respect of the Notes]
31. Form of Notes:
- (a) Form: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event]]
- [Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]
- [Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event]
- (N.B. The option for an issue of Notes to be represented on issue by a Temporary Global Note exchangeable for Definitive Notes, should not be expressed to be applicable if the Specified Denomination of the Notes in paragraph 5 includes language substantially to the following effect: "[€100,000] and integral multiples of [€1,000] in excess thereof up to and including [€199,000].")*
- (b) New Global Note: [Yes][No]
32. Additional Financial Centre(s): [Not Applicable/give details]
- (Note that this paragraph relates to the date of payment and not Interest Period end dates to which subparagraphs 14(c)) and 17(e) relate)*
33. Talons for future Coupons to be attached to Definitive Notes: [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
34. Governing law: [English/Luxembourg]

(N.B: Subordinated Notes **must** be governed by Luxembourg law)

THIRD PARTY INFORMATION

[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of **Banque et Caisse d'Epargne de l'Etat, Luxembourg**:

By: _____

Name:

Title:

PART B – OTHER INFORMATION

1. LISTING [AND ADMISSION TO TRADING]

- (i) Listing [and Admission to trading] [Application has been made by the Issuer (or on its behalf) for the Notes to be [admitted to trading on [specify relevant regulated market (for example, the Bourse de Luxembourg and, if relevant, listing on an official list of the Luxembourg Stock Exchange)]] [listed on the Securities Official List of the Luxembourg Stock Exchange without admission to trading] with effect from [].]

[Application is expected to be made by the Issuer (or on its behalf) for the Notes to be [admitted to trading on [specify relevant regulated market (for example, the Bourse de Luxembourg and, if relevant, listing on an official list of the Luxembourg Stock Exchange)]] [listed on the Securities Official List of the Luxembourg Stock Exchange without admission to trading] with effect from [].] [Not Applicable]

- (ii) Estimate of total expenses related to admission to trading []

2. [EU Benchmark Regulation: EU Benchmarks Regulation: Article 29(2) statement on benchmarks:

[Applicable: Amounts payable under the Securities are calculated by reference to [insert name[s] of Benchmark[s]/the [relevant] Benchmark], which [is/are] provided by [insert name[s] of the Administrator[s]/the [relevant] Administrator], as specified in the table below] (if more than one, specify in relation to each relevant Benchmark)].

[As at the date of these Final Terms, [insert name[s] of the Administrator[s]/the [relevant] Administrator[s]] [is/are] not included/[is/are] included], as the case may be] specified in the table below] [is/are] [not] included in the register of Administrators and Benchmarks established and maintained by the European Securities and Markets Authority [(ESMA)] pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) [(the BMR)], as specified in the table below].

[As far as the Issuer is aware, [[insert name of Benchmark[s]/the [relevant] Benchmark] [does/do] not fall within the scope of the BMR by virtue of Article 2 of the BMR.]/[the transitional provisions in Article 51 of the BMR apply, such that the [relevant]

Administrator is not currently required to obtain authorisation/registration[, as specified in the table below].] *[repeat as necessary or insert necessary information in a table below]*

[Benchmark]	Administrator	Register	Other Information
[●]	[●]	[●]	[●]

[Not Applicable]

3. RATINGS

Ratings:

[Not Applicable] [The Notes to be issued [[have been]/[are expected to be]] rated]/[The following ratings reflect ratings assigned to Notes of this type issued under the Programme generally]:

[insert details]] by [insert the legal name of the relevant credit rating agency entity(ies) and associated defined terms].

Each of *[defined terms]* is established in the [European Union/United Kingdom] and is registered under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). As such each of *[defined terms]* is included in the list of credit rating agencies published by the European Securities and Markets Authority on its website (<http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.

[Need to include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]

(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for the fees [of *insert relevant fee disclosure*] payable to the [Manager(s)/Dealer(s)], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest including any conflicting interest material to the issue. The [Manager(s)/Dealer(s)] and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business – *Amend as appropriate if there are other interests*]

[(When adding any other description, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 23 of the Prospectus Regulation.)]

5. REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS

(a) Reasons for the offer: [See ["Use of Proceeds"] in the Prospectus.] [The Notes are intended to be issued as Green Bonds, [further particulars to be provided].]

(See ["Use of Proceeds"] wording in Prospectus– if reasons for offer different from what is disclosed in the Prospectus, give details)

(b) [Estimated net proceeds: []]

6. YIELD (Fixed Rate Notes only)

Indication of yield: [] [Not Applicable]

7. PERFORMANCE OF INDEX/SHARE, EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND ASSOCIATED RISKS AND OTHER INFORMATION CONCERNING THE UNDERLYING

[Not Applicable]/

[Need to include details of where past and future performance and volatility of the index/share can be obtained.]

[Name of the Issuer of the underlying security: []]

[N.B. this shall not be the Issuer or an entity belonging to the Issuer's group]

ISIN: []

Index Name: []

Relevant weightings of each underlying in the basket: []

Source of information relating to the []
[index/indices/share]:

Place where information to the [index/indices/share] []
can be obtained:

8. UNDERLYING DISCLAIMER⁹

[For use in connection with Indices (including Inflation Indices)]

[Not Applicable]

[The issue of this series of Notes (in this paragraph, the **Transaction**) is not sponsored, endorsed, sold, or promoted by [NAME OF INDEX] (the **Index**) or [NAME OF INDEX SPONSOR] (the **Index Sponsor**) and the Index Sponsor does not make any representation whatsoever, whether express or

⁹ Include for Index Linked Redemption Notes and Inflation Linked Interest Notes.

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. No Index Sponsor is making any representation whatsoever, whether express or implied, as to the advisability of purchasing or assuming any risk in connection with entering into any Transaction. The Issuer shall not have any liability for any act or failure to act by the Index Sponsor in connection with the calculation, adjustment or maintenance of the Index. Except as disclosed prior to the Issue Date, neither the Issuer nor its affiliates have any affiliation with or control over the Index or Index Sponsor.

9. OPERATIONAL INFORMATION

- (a) ISIN: []
- (b) Common Code: []
- (c) CFI: [[See/[[*include code*]¹⁰, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (d) FISN: [[See/[[*include code*]¹¹, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]
- (e) Any clearing system(s) other than Euroclear and Clearstream Luxembourg and the relevant identification number(s): [Not Applicable/give *name(s) and number(s)*]
- (f) Names and addresses of additional Paying Agent(s) (if any): [] [Not Applicable]
- (g) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that the Eurosystem eligibility criteria have been met].
- [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common

¹⁰ The actual code should only be included where the issuer is comfortable that it is correct.

¹¹ The actual code should only be included where the issuer is comfortable that it is correct.¹² This formulation to be used if the Issuer has not made a determination regarding whether the Notes are Specified Notes as of the date of the Final Terms.

safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intraday credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

10. DISTRIBUTION

- (a) Method of distribution: [Syndicated/Non-syndicated]
- (b) If syndicated, names of Managers: [Not Applicable/give names]
- (c) Stabilisation Manager(s) (if any): [Not Applicable/give name(s)]
- (d) If non-syndicated, name of relevant Dealer: [Not Applicable/give name]
- (e) U.S. Selling Restrictions: [Reg. S Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
- (f) Prohibition of Sales to EEA and UK Retail Investors: [Applicable/Not Applicable]

(If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared, "Not Applicable" should be specified. If the Notes may constitute 'packaged' products and no key information document will be prepared, "Applicable" should be specified.)

11. U.S. FEDERAL INCOME TAX CONSIDERATIONS

[The Notes are [not] Specified Notes for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986. [Additional information regarding the application of Section 871(m) to the Notes will be available from [give name(s) and address(es) of Issuer contact].] [As at the date of these Final Terms, the Issuer has not determined whether the Notes are Specified Notes for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Notes for these purposes. This is indicative information only, subject to change, and if the Issuer's final determination is different then it will give notice of such determination. [Please contact [give name(s) and address(es) of Issuer contact] for further information regarding the application of Section 871(m) to the Notes.]]¹² *(The Notes will not be Specified Notes if they do (i) are issued prior to January 1, 2019 and are not "delta-one" for U.S. tax purposes or (ii) not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to January 1, 2019 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued after January 1, 2019, further analysis would be required. If the Notes are Specified Notes, include the "Additional information" sentence and provide the appropriate contact information at the Issuer.)*

¹² This formulation to be used if the Issuer has not made a determination regarding whether the Notes are Specified Notes as of the date of the Final Terms.

12. PROVISIONS RELATING TO GREEN BONDS

12.1.1 Green Bonds [Yes/No]

12.1.2 [Reviewer(s):] [Name of sustainability rating agency(ies) [and name of third party assurance agent] and [give details of compliance opinion(s) and availability]]

12.1.3 [Date of third party opinion(s):] [Not Applicable/*give details*]

APPLICABLE PRICING SUPPLEMENT

EXEMPT NOTES OF ANY DENOMINATION

Set out below is the form of Pricing Supplement which will be completed for each Tranche of Exempt Notes, whatever the denomination of those Notes, issued under the Programme.

[PROHIBITION OF SALES TO EEA AND UK RETAIL INVESTORS – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (**EEA**) or in the United Kingdom (the **UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended or superseded, **MiFID II**); (ii) or a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA or in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA or in the UK may be unlawful under the PRIIPs Regulation.]¹

[MIFID II product governance / target market – *[appropriate target market legend to be included]*]

[Date]

BANQUE ET CAISSE D'EPARGNE DE L'ETAT, LUXEMBOURG

Legal Identity Identifier (LEI): **R7CQUF1DQM73HUTV1078**

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under the U.S.\$8,000,000,000
Euro Medium Term Note Programme**

PART A – CONTRACTUAL TERMS

Any person making or intending to make an offer of the Notes may only do so in circumstances in which no obligation arises for the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Regulation or to supplement a prospectus pursuant to Article 23 of the Prospectus Regulation, in each case, in relation to such offer.

This document constitutes the Pricing Supplement for the Notes described herein. This document must be read in conjunction with the Prospectus dated 1 July 2020 [as supplemented by the supplement[s] dated *[date/s]*] (the **Prospectus**). Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of this Pricing Supplement and the Prospectus. Copies of the Prospectus may be obtained from the Issuer's registered office at, 1-2 Place de Metz, L-2954 Luxembourg and from Citibank, N.A., London Branch at Citigroup Centre, Canada Square, Canary Wharf, London E14 5LB, United Kingdom.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Prospectus [28 June 2019]/[dated 30 June 2016]/[dated 30 June 2015]/[30 June 2014] which are incorporated by reference in the Prospectus].²

¹ Legend to be included on front of the Pricing Supplement if the Notes potentially constitute "packaged" products and no key information document will be prepared or the Issuer wishes to prohibit offers to EEA retail investors for any other reason, in which case the selling restriction should be specified to be "Applicable".

² Only include this language where it is a fungible issue and the original Tranche was issued under a Prospectus with a different date.

[Notification under Section 309B(1)(c) of the Securities and Futures Act (Chapter 289) of Singapore (the SFA) - [To insert notice if classification of the Notes is not "prescribed capital markets products" pursuant to Section 309B of the SFA or Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)]".]³

[Include whichever of the following apply or specify as "Not Applicable". Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or subparagraphs (in which case the sub-paragraphs of the paragraphs which are not applicable can be deleted). Italics denote directions for completing the Pricing Supplement.]

1. Issuer: Banque et Caisse d'Epargne de l'Etat, Luxembourg
 2. (a) Series Number: []
 - (b) Tranche Number: []
 - (If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible)*
 - (c) Date on which the Notes will be consolidated and form a single Series: The Notes will be consolidated and form a single Series with [identify earlier Tranches] on [the Issue Date/the date that is 40 days after the Issue Date/exchange of the Temporary Global Note for interests in the Permanent Global Note, as referred to in paragraph 30 below, which is expected to occur on or about [date]][Not Applicable]
 3. Specified Currency or Currencies: []
 4. Aggregate Nominal Amount:
 - (a) Series: []
 - (b) Tranche: []
 - (c) Units: [] Units (being the equivalent of [*insert currency*]; [*insert amount*])) [Not Applicable]
 5. Issue Price: []% of the Aggregate Nominal Amount [plus accrued interest from [*insert date*] (*if applicable*)]
 6. (a) Specified Denominations: []
 - (b) Calculation Amount (in relation to calculation of interest in global form see Conditions): []
- (If only one Specified Denomination, insert the Specified Denomination. If more than one Specified Denomination, insert the highest common factor.*

³ Relevant Dealer(s) to consider whether it/they have received the necessary product classification from the Issuer prior to the launch of the offer, pursuant to Section 309B of the SFA.

Note: There must be a common factor in the case of two or more Specified Denominations.)

7. (a) Issue Date: []
- (b) Interest Commencement Date: [specify/Issue Date/Not Applicable]
- (N.B. An Interest Commencement Date will not be relevant for certain Notes, for example Zero Coupon Notes.)*
8. Maturity Date: *[Fixed Rate Note – specify date/Floating Rate Note or any other Note where the Interest Period end date(s) are adjusted – Interest Payment Date falling in or nearest to [specify month]]*
9. Interest Basis: [[]% Fixed Rate] [Subject to interest rate step-up as specified below]
[[LIBOR/EURIBOR]/[CMS Reference Rate] +/- []% Floating Rate]
[Zero Coupon]
[[]% Fixed Rate] [[] month
[LIBOR/EURIBOR] [+/-][] per cent. Floating Rate] Range Accrual/Dual Range Accrual
[Index Linked Interest]
[Inflation Linked Interest]
[specify other]
- (further particulars specified below)
10. SPS Coupon Rate (include one or more of the following if applicable): [Applicable/Not Applicable]
[SPS Digital Coupon applicable]
[SPS Snowball Digital Coupon applicable]
(further particulars specified below)
11. Redemption/Payment Basis: [Redemption at par]
[Index Linked Redemption]
[Equity Linked Redemption]
[SPS Payout]
[Partly Paid]
[Instalment]
[specify other]
12. Change of Interest Basis or Redemption/Payment Basis: *[Specify details of e.g. any provision for change of Notes into another Interest Basis or Redemption/Payment Basis]* [Not Applicable]
13. Put/Call Options: [Investor Put]
[Issuer Call]
[(further particulars specified below)]
[Not Applicable]
14. (a) Status of the Notes: [Senior [Preferred/Non Preferred]/Subordinated]

(issues of Subordinated Notes are subject to the prior written consent of the Ministry of Treasury of Luxembourg)]

- (c) Date [Board] approval for issuance of Notes obtained: [] [and [], respectively]] [Not Applicable]

(N.B. Only relevant where Board (or similar) authorisation is required for the particular tranche of Notes)

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

15. Fixed Rate Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Rate(s) of Interest: []% [per annum] payable in arrear on each Interest Payment Date

(If payable other than annually, consider amending Condition 4)

[For interest step-up Notes: []% per annum commencing on (and including) the Interest Commencement Date until (but not including) [date]

[]% [per annum] commencing on (and including) [date] until (but not including) [date]⁴

[]% [per annum] commencing on (and including) [date] until (but not including) the Maturity Date]]

- (b) Interest Payment Date(s): [[] in each year up to and including the Maturity Date/[specify dates]]

(N.B. Amend appropriately in the case of irregular coupons)

- (c) Interest Period End Date(s): [] in each year [adjusted in accordance with [specify Business Day Convention and any applicable Additional Business Centre(s)/not adjusted]

- (d) Fixed Coupon Amount(s) for Notes in definitive forms (and in relation to Notes in global form see Conditions): [] per Calculation Amount

- (e) [Initial/Final] Broken Amount(s) for Notes in definitive forms (and in relation to Notes in global form see Conditions): [] per Calculation Amount, payable on the Interest Payment Date falling [in/on] []

⁴ Further periods to be inserted as necessary.

- (f) Fixed Day Count Fraction: [Actual/360, 30/360, 360/360, Bond Basis, 30E/360, Eurobond Basis, Actual/365 (Fixed), Actual/Actual (ICMA) [Not Applicable] or [*specify other*]]
- (g) Determination Date(s): [[] in each year] [Not Applicable]
(Only relevant where Day Count Fraction is Actual/Actual (ICMA) In such case, insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon.)
- (h) Interest rate step-up/Step-down: [Applicable/Not Applicable]
(If applicable, delete the remaining subparagraphs of this paragraph)]
- (i) Other terms relating to the method of calculating interest for Fixed Rate Notes which are Exempt Note: [None/*Give details*]
16. Floating Rate Note Provisions: [Applicable/Not Applicable]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Interest Period End Dates: [] in each year [adjusted in accordance with [*specify Business Day Convention*]/not adjusted]
- (b) Interest Payment Dates: []
- (c) Additional Business Centre(s):
- (i) For fixing: []
- (ii) For Interest Period End Dates: []
- (d) Manner in which the Rate of Interest and Interest Amount is to be determined: [Screen Rate Determination/ISDA: Rate Determination/CMS Rate Determination/*specify other*]
- (e) Party responsible for calculating the Rate of Interest and Interest Amount (if not the Agent): [] (the **Calculation Agent**)
- (f) Screen Rate Determination: [Applicable/Not Applicable]
- (i) Reference Rate: [[] month [LIBOR/EURIBOR] *specify other Reference Rate*]
(Either LIBOR, EURIBOR, CMS Reference Rate or other, although additional information is required if other, including fallback provisions in the Agency Agreement)

- (ii) Interest Determination []
Date(s):
- (Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period EURIBOR or euro LIBOR)*
- (iii) Relevant Screen Page: []
- (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows composite rate or amend the fallback provision appropriately)*
- (N.B. The fall-back provisions applicable to ISDA Determination under the 2006 ISDA Definitions are reliant upon the provision by reference banks of offered quotations for LIBOR and/or EURIBOR which, depending on market circumstances, may not be available at the relevant time)*
- (g) ISDA Determination: [Applicable/Not Applicable]
- (i) Floating Rate Option: []
- (ii) Designated Maturity: []
- (iii) Reset Date: []
- (In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)*
- (h) CMS Rate Determination: [Applicable/Not Applicable]
- (i) CMS Screen Page: [Condition 4.2(b)(iii) applies/[]]
- (ii) Interest Determination Date: [Condition 4.2(b)(iii) applies/[]/]
- (iii) Reference Currency: [Euro/Sterling/United States dollar]
- (iv) Designated Maturity: [[]]
- (v) Calculation Agent: [Agent/named Manager/other]
- (i) Linear Interpolation: [Not Applicable/Applicable – the Rate of interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (j) Relevant Financial Centre: []
- (k) Margin(s): [+/-] []% per annum

- (l) Minimum Rate of Interest: []% per annum
- (m) Maximum Rate of Interest: []% per annum
- (n) Day Count Fraction: [Actual/Actual]
 [Actual/Actual (ISDA)]
 [Actual/Actual (ICMA)]
 [Actual/365 (Fixed)]
 [Actual/360]
 [30/360]
 [360/360]
 [Bond Basis]
 [30E/360]
 [Eurobond Basis]
 [30E/360 (ISDA)]
 [Other]
 (See Condition 4 for alternatives)]
- (o) Interest rate step-up/Step-down: [Applicable/Not Applicable]
 (If applicable, delete the remaining subparagraphs of this paragraph)]
- (p) Fallback provisions, rounding provisions and any other terms relating to the method of calculating interest on Floating Rate Notes which are Exempt Note, if different from those set out in the Conditions: []
17. Zero Coupon Note Provisions: [Applicable/Not Applicable]
 (If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Accrual Yield: []% per annum
- (b) Reference Price: []
- (c) Any other formula/basis of determining amount payable for Zero Coupon Notes which are Exempt Notes: []
- (d) Day Count Fraction in relation to Early Redemption Amounts and late payment: [30/360]
 [Actual/360]
 [Actual/365]
 [Actual/Actual (ICMA)]
18. SPS Coupon Rate (include one or more of the following if applicable): [Applicable/Not Applicable]
 (If not applicable, delete the remaining subparagraphs of this paragraph)

[SPS Digital Coupon applicable:

[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]

[SPS Snowball Digital Coupon applicable:

[Insert formula, relevant value(s) and other related provisions from Payout Conditions.]]

- (a) Interest Valuation Date(s): []
- (b) Interest Payment Date(s): [] in each year up to and including the Maturity Date]
- (c) Interest Period End Date(s): [] in each year [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre(s) for the definition of Business Day*]/[not adjusted]
- (d) Day Count Fraction: [Applicable/Not Applicable]
[30/360]
[Actual/360]
[Actual/365]
[Actual/Actual (ICMA)]

19. Inflation Linked Interest Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Index/Indices: []
- (b) Screen Page/Exchange Code: []
- (c) Formula: see Annex 1– Part 3
Cap Level: []%
Floor Level: []%
Multiplier: []%
- (d) Calculation Agent responsible for calculating the interest due: []
- (e) Interest Period End Dates: [] in each year [adjusted in accordance with [FRN Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/not adjusted]
- (f) Interest Payment Dates: []

- (g) Interest Determination Date(s): []
- (h) Additional Business Centre(s): []
- (i) Minimum Rate of Interest: []% per annum]/[Not Applicable]
- (j) Maximum Rate of Interest: []% per annum]/[Not Applicable]
- (k) Day Count Fraction: [Actual/Actual]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/Actual (ICMA)]
[Actual/360]
[30/360]
[360/360]
[Bond Basis]
[30E/360]
[Eurobond Basis]
[30E/360 (ISDA)]
- (l) Cut-Off Date: []/[Not Applicable]
- (m) Related Bond: []/Fall Back Bond
- (n) Issuer of Related Bond: []/[Not Applicable]
- (o) Fall Back Bond: [Applicable/Not Applicable]
- (p) Index Sponsor: []
- (q) Related Bond Redemption Event: [Applicable/Not Applicable]
- (r) Scheduled Trading Day: []

20. Index Linked Interest Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Index/Formula: *[give or annex details]*
- (b) Calculation Agent: *[give name]*
- (c) Party responsible for calculating the Rate of Interest (if not the Calculation Agent and (Interest Amount (if not the Agent))): []
- (d) Provisions for determining Coupon where calculation by reference to Index and/or Formula is impossible or impracticable: *[need to include a description of market disruption or settlement disruption events and adjustment provisions]*
- (e) Interest Period End Dates: [] in each year [adjusted in accordance with *[specify Business Day Convention]*]/not adjusted]

- (f) Interest Payment Dates: []
- (g) Additional Business Centre(s):
 - (i) For Fixing: []
 - (ii) For Interest Period End Dates: []
- (h) Minimum Rate of Interest: []% per annum
- (i) Maximum Rate of Interest: []% per annum
- (j) Day Count Fraction: []

21. Range Accrual Note Provisions: [Fixed Rate Range Accrual Note]
 [Floating Rate Range Accrual Note]
 [Fixed Rate Dual Range Accrual Note]
 [Floating Rate Dual Range Accrual Note]
 [CMS Range Accrual Note]
 [Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(The following is applicable in relation to Fixed Rate Range Accrual Notes, Fixed Rate Dual Range Accrual Notes or CMS Range Accrual Notes that bear fixed rate interest)

- (a) Fixed Rate: []% per annum payable in arrear on each Interest Payment Date
- (b) Interest Payment Date(s): [] in each year up to and including the Maturity Date [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre(s) for the definition of Business Day*]/[not adjusted]

(Amend appropriately in the case of irregular coupons)
- (c) Interest Period End Date(s): [] in each year [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] *specify any applicable Additional Business Centre (s)/not adjusted*]
- (d) Day Count Fraction: [Actual/360, 30/360, 360/360, Bond Basis, 30E/360, Eurobond Basis, Actual/365 (Fixed), Actual/Actual (ICMA) or *specify other*]

- (e) Determination Dates: in each year] [Not Applicable] (*insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA)*)

(The following is applicable in relation to Floating Rate Range Accrual Notes, Floating Rate Dual Range Accrual Notes or CMS Range Accrual Notes that bear floating rate interest)

- (f) Interest Period End Dates: in each year [adjusted in accordance with [FRN Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention]/[not adjusted]
- (g) Interest Payment Dates:]
- (h) Additional Business Centre(s):]
- (i) For fixing:] [Not Applicable]
- (ii) For Interest Period End Dates:] [Not Applicable]
- (i) Manner in which the Rate(s) of Interest and Interest Amount to be determined: [Screen Rate Determination/ISDA Determination]
- (j) Screen Rate Determination: [Applicable/Not Applicable]
- (i) Reference Rate:] month [LIBOR/EURIBOR] [CMS Reference Rate]
- (ii) Interest Determination Date(s):]
- (Second London business day prior to the start of each Interest Period if LIBOR (other than Sterling or euro LIBOR), first day of each Interest Period if Sterling LIBOR and the second day on which the TARGET2 System is open prior to the start of each Interest Period if EURIBOR or euro LIBOR)*
- (iii) Relevant Screen Page:]
- (In the case of EURIBOR, if not Reuters EURIBOR01 ensure it is a page which shows a composite rate or amend the fallback provisions appropriately)*
- (iv) Rate Cut-Off Date:] / [Not Applicable]
- (k) ISDA Determination: [Applicable/Not Applicable]
- (i) Floating Rate Option:]

(ii) Designated Maturity: []

(iii) Reset Date: []

(In the case of a LIBOR or EURIBOR based option, the first day of the Interest Period)

(iv) Rate Cut-Off Date: [] / [Not Applicable]

(l) Margin(s): [+/-][]% per annum

(m) Minimum Rate of Interest: []% per annum

(n) Maximum Rate of Interest: []% per annum

(o) Day Count Fraction:
[Actual/Actual]
[Actual/Actual (ISDA)]
[Actual/365 (Fixed)]
[Actual/Actual (ICMA)]
[Actual/360]
[30/360]
[360/360]
[Bond Basis]
[30E/360]
[Eurobond Basis]
[30E/360 (ISDA)]

(The following must be completed in relation to all Range Accrual Notes (other than Dual Range Accrual Notes))

(p) Additional Business Centre(s): []

(q) Upper Range []%

(If the Upper Range adjusts with various periods use the table below)

From and including	To but excluding	Upper range
[]	[]	[]%

(r) Lower Range []%

(If the Lower Range adjusts with various periods use the table below)

From and including	To but excluding	Lower range
[]	[]	[]%

(s) Range Accrual Reference Rate: [Screen Rate Determination/ISDA Determination]

(i) Screen Rate

Determination:

- Reference Rate: [[] month [LIBOR/EURIBOR]]/[CMS Reference Rate/Specify other]

(The following is applicable in relation to CMS Range Accrual Notes)

Reference Currency: [Euro/Sterling/United States dollar]

Designated Maturity: []

- Relevant Screen Page: []
(For example, Reuters EURIBOR 01)

- Range Accrual Reference Rate Determination Date(s): [Observation Date/specify other period]

- Rate Cut-Off Date: [] / [Not Applicable]

(ii) ISDA Determination:

- Floating Rate Option: []
- Designated Maturity: []
- Reset Date: [Observation Date/specify other]
- Rate Cut-Off Date: [] / [Not Applicable]

(t) Calculation Agent: [give name]

(u) Autoswitch: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs)

(i) Target Rate: []%

(ii) Switch Rate: []%

(The following must be completed in relation to Dual Range Accrual Notes)

(v) Upper Range₁: []%

(If the Upper Range₁ adjusts with various periods use the table below)

(w) Lower Range₁:
 From and including [] To but excluding [] Upper Range₁ []%
 []%

(If the Lower Range₁ adjusts with various periods use the table below)

(x) Upper Range₂:
 From and including [] To but excluding [] Lower Range₁ []%
 []%

(If the Upper Range₂ adjusts with various periods use the table below)

(y) Lower Range₂:
 From including and To but Upper Range₂
 [] [] []%
 []%

(If the Lower Range₂ adjusts with various periods use the table below)

(z) Range Accrual Reference Rate: [Screen Rate Determination/ISDA Determination]
 (A) Screen Rate Determination:
 • Reference Rate₁: [[] month [LIBOR/EURIBOR]]/[CMS Reference Rate]

(The following is applicable in relation to CMS Range Accrual Notes)

Reference Currency: [Euro/Sterling/United States dollar]

Designated Maturity: []

• Relevant Screen Page for Reference Rate₁: []
(For example, Reuters EURIBOR 01)

- Reference Rate₂: [[] month [LIBOR/EURIBOR]]/[CMS Reference Rate/CMS Formula Rate]

(The following is applicable in relation to CMS Range Accrual Notes)

Reference Currency: [Euro/Sterling/United States dollar]

Designated Maturity: []

(The following is applicable in relation to CMS Formula Rate)

Reference Currency₁: [Euro/Sterling/United States dollar]

Designated Maturity₁: []

Reference Currency₂: [Euro/Sterling/United States dollar]

Designated Maturity₂: []

- Relevant Screen Page Reference Rate₂: []
(For example, Reuters EURIBOR 01)

- Range Accrual Reference Rate Determination Date(s): [Observation Date/specify other period]

- Rate Cut-Off Date: [] / [Not Applicable]

(B) ISDA Determination:

- Floating Rate Option: []
- Designated Maturity: []

(aa) Calculation Agent: [give name]

(bb) Autoswitch: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs)

(i) Target Rate: []%

(ii) Switch Rate: []%

PROVISIONS RELATING TO REDEMPTION

22. Index Linked Redemption Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Index/Indices: []

[If more than one, refer to as Index₁, Index₂ etc.]

(b) Screen Page: [Specify if applicable, or give the sources of observation for each index]

(c) Component Transactions: []

(d) Formula: [Autocall *[In the case of Autocall specify **Autocall Trigger Level:** []% of the Initial Price, **Percentage Multiplier:** []% for Observation Date ⁽¹⁾, []% for Observation Date ⁽²⁾ etc. **Lower Threshold Level:** []% of the Initial Price, **Lower Threshold Multiplier:** []%, **Threshold Level:** []% of the Initial Price, **Threshold Multiplier:** []% and **Final Percentage Multiplier:** []%.*]/[Autocall with Spread *[In the case of Autocall with Spread specify: **Autocall Trigger Level:** []% of the Initial Price, **Multiplier:** []% and **Final Percentage Multiplier:** []%]*]/[Lookback *[In the case of Lookback specify **Multiplier:** []%, **Floor Level:** [] and **x:** []]* [Short-term Lookback *[In the case of Short-term Lookback specify **Multiplier:** []%, **Short-term Lookback Multiplier:** []%, **Cap Level:** [], **Floor Level:** [] and **x:**[]]* [Double Win *[In the case of Double Win specify. **Barrier Level Multiplier:** []%, **Cap Level:** []%, **Floor Level:** [] and **Final Valuation Date:** []]* [Triple Index *[In the case of Triple Index specify **Multiplier:** []%* [Asian Call *[In the case of Asian Call specify **Multiplier:** []%, **Cap Level:** []% and **Floor Level:** []%* [Not Applicable]

[Reverse Convertible *[In the case of Reverse Convertible specify the Strike:[]% of the Initial price]*/

(e) Calculation Agent responsible for calculating the redemption amount due: [give name]

(f) Settlement Price: []

Index Currency: []

- (g) Relevant Level: [The official closing level for the Index/Indices] [the official fixing eventually calculated and/or published by the Index Sponsor] [the Valuation Method]
- (h) Valuation Date: []
- (i) Valuation Method: *[insert calculation method]*/[As set out in the Conditions]
- N/B: If as set out in the conditions, specify:*
[Highest]/[Average Highest]/[Market Value]
- (j) Quotation Method: [Bid]/[Mid]/[Ask]
- (k) Quotation Amount: []/[As set out in the Conditions]
- (l) Averaging: Averaging [applies/does not apply] to the Notes.
[The Averaging Dates are [].]
[In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
[Modified Postponement is applicable]
(only applicable if Modified Postponement is applicable as an Averaging election)
[Specified Maximum Days of Disruption will be equal to: []/[eight]]
(if no Specified Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)
- (m) Observation Date(s): [Observation Date₍₁₎: [] Observation Date₍₂₎: [] etc.] [Not Applicable]. [In the event that an Observation Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
- (n) Early Redemption Date(s) corresponding to Observation Date(s): [Early Redemption Date₍₁₎, Early Redemption Date₍₂₎ etc.)] [Not Applicable]
- (o) Observation Period: [*Specify*/Not Applicable]
- (p) Exchange Business Day: [Single Index Basis/All Indices Basis/Per Index Basis/As per Conditions]
- (q) Scheduled Trading Day: [Single Index Basis/All Indices Basis/Per Index Basis/As per Conditions]
(must match election made for Exchange Business

Day)

- (r) Exchange(s) and Index Sponsor: the relevant Exchange[s] [is/are] [] and the relevant Index Sponsor is [].
- (s) Related Exchange: [*Specify/Each exchange or quotation system on which option contracts or futures contracts relating such Index is traded/All Exchanges*]
- (t) Relevant Time: [Scheduled Closing Time/Any time [on the Valuation Date/during the Observation Period.] [The relevant time is [], being the time specified on the Valuation Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] (*N.B. if no Relevant Time is specified, the Valuation Time will be the Scheduled Closing Time*).
- (u) Additional Disruption Events:
- [(i)] The following Additional Disruption Events apply to the Notes:
(*Specify each of the following which applies.*)
[Change of Law]
[Hedging Disruption]
[Increased Cost of Hedging]
[Increased Cost of Stock Borrow]
[Loss of Stock Borrow]
 - [(ii)] [The Trade Date is []. [*If no Trade Date is specified, Issue Date will be the Trade Date*]

(*N.B. only applicable if Change of Law and/or Increased Cost of Hedging is applicable*)]
 - [(iii)] [The Maximum Stock Loan Rate in respect of [*specify in relation to each security/commodity comprised in an Index*] is [].

(*N.B. only applicable if Loss of Stock Borrow is applicable*)]
 - [(iv)] [The Initial Stock Loan rate in respect of [*specify in relation to each security/commodity comprised in an Index*] is [].

(*N.B. only applicable if Increased Cost of Stock Borrow is applicable*)]]
- (v) Market Disruption: Specified Maximum Days of Disruption will be equal to []/[eight]

(*if no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight*)

- (w) Knock-in Event: [Not Applicable/specify/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [In the event that a Knock-in Determination Day is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]
- (i) SPS Knock-in Valuation [Applicable/Not applicable]
- [If applicable insert relevant provisions from Conditions]*
- (ii) Knock-in Level: [Specify]
- (iii) Knock-in Determination Day(s): [Specify/Each Scheduled Trading Day in the Knock-in Determination Period]
- (iv) Knock-in Period Beginning Date: [Not Applicable/specify]
- (v) Knock-in Period Ending Date: [Not Applicable/specify]
- (vi) Knock-in Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-in Determination Day.]
- (x) Knock-out Event: [Not Applicable/specify/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-out Level]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [In the event that a Knock-out Determination Day is a Disrupted Day,
- [Omission/Postponement/Modified Postponement] will apply]
- (i) Knock-out Level: [Specify]
- (ii) Knock-out Determination Day(s): [Specify/Each Scheduled Trading Day in the Knock-out Determination Period]
- (iii) Knock-out Period Beginning Date: [Not Applicable/specify]
- (iv) Knock-out Period Ending Date: [Not Applicable/specify]
- (v) Knock-out Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-out Determination Day]

(y) Automatic Early Redemption Event: [Not Applicable/specify/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"] Automatic Early Redemption Level]/[SPS Automatic Early Redemption Payout in paragraph 24 below applies]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(i) Automatic Early Redemption Amount: [Specify/See definition in Condition 20]

(ii) Automatic Early Redemption Date(s): [Specify] [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] specify any applicable Additional Business Centre (s)/not adjusted]

(iii) Automatic Early Redemption Level: [Specify]

(iv) Automatic Early Redemption Rate: [Specify] [Not Applicable]

(v) Automatic Early Redemption Valuation Date(s): [Specify]
[In the event that Automatic Early Redemption Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

23. Equity Linked Redemption Note Provisions: [Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph)

(a) Share(s): []

(b) ISIN of Share(s): [Specify]

(c) Screen Page/Exchange Code: [Specify]

(d) Strike: []% of the Initial Price

(e) Formula: [Reverse Convertible]

(f) Settlement Price: The Settlement Price will be calculated [insert calculation method] [As set out in the Conditions]

[Exchange Rate: []]

(g) Calculation Agent responsible for calculating any amount due under the Notes: [] (N.B. Specify name and address)

- (h) Valuation Date: []
- (i) Averaging: Averaging [applies/does not apply] to the Notes. [The Averaging Dates are []].
- [In the event that an Averaging Date is a Disrupted Day [Omission/Postponement/Modified Postponement] will apply.]
- [Modified Postponement is applicable]
- (only applicable if Modified Postponement is applicable as an Averaging election).*
- [Specified Maximum Days of Disruption will be equal to: []/[eight]]
- (if no Specific Maximum Days of Disruption are stated, Specified Maximum Days of Disruption will be equal to eight)*
- (j) Observation Date(s): [The Observation Date(s) is/are []/Not Applicable] [In the event that an Observation Date is a Disrupted Date[Omission/Postponement/Modified Postponement] will apply]
- (k) Observation Period: [Specify/Not Applicable]
- (l) Exchange Business Day: [Single Share Basis/All Shares Basis/Per Share Basis/As per Conditions]
- (m) Scheduled Trading Day: [Single Share Basis/All Shares Basis/Per Share Basis/As per Conditions]
- (must match election made for Exchange Business Day)*
- (n) Exchange(s): The relevant Exchange[s] [is/are] []
- (o) Related Exchange(s): [Specify/Each exchange or quotation system on which option contracts or futures contracts relating to such Share(s) are traded/All Exchanges]
- (p) Relevant Time: [Scheduled Closing Time/Any time [on the Valuation Date/during the Observation Period.] [The relevant time is [], being the time specified on the Valuation Date or an Averaging Date, as the case may be, for the calculation of the Settlement Price.] *(N.B. if no Relevant Time is specified, the Valuation Time will be the Scheduled Closing Time).*
- (q) Additional Disruption Events: [(i)] The following Additional Disruption Events apply to the Notes:
(Specify each of the following which applies.)

[Change of Law]
 [Hedging Disruption]
 [Insolvency Filing]
 [Failure to Deliver]
 [Increased Cost of Hedging]
 [Increased Cost of Stock Borrow]
 [Loss of Stock Borrow]

[(ii)] [The Trade Date is []]

(N.B. only applicable if Change of Law and/or Increased Cost of Hedging is applicable)

[(iii)] [The Maximum Stock Loan Rate in respect of [specify in relation to each relevant Share] is []].

(N.B. only applicable if Loss of Stock Borrow is applicable)

[(iv)] [The Initial Stock Loan rate in respect of [specify in relation to each relevant Share] is []].

(N.B. only applicable if Increased Cost of Stock Borrow is applicable)

(r) Market Disruption: Specified Maximum Days of Disruption will be equal to []/[eight]

(if no Specific Maximum Days of Disruption is stated, Specified Maximum Days of Disruption will be equal to eight)

(s) Knock-in Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-in Level]]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[In the event that a Knock-in Determination Day is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply.]

(i) SPS Knock-in Valuation [Applicable/Not applicable]

[If applicable insert relevant provisions from Conditions]

(ii) Knock-in Level: [Specify]

(iii) Knock-in Determination Day(s): [Specify/Each Scheduled Trading Day in the Knock-in Determination Period]

- (iv) Knock-in Period Beginning Date: [Not Applicable/specify]
- (v) Knock-in Period Ending Date: [Not Applicable/specify]
- (vi) Knock-in Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-in Determination Day.]
- (t) Knock-out Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Knock-out Level]]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- [In the event that a Knock-out Determination Day is a Disrupted Day,
- [Omission/Postponement/Modified Postponement will apply]
- (i) Knock-out Level: [Specify]
- (ii) Knock-out Determination Day(s): [Specify/Each Scheduled Trading Day in the Knock-out Determination Period]
- (iii) Knock-out Period Beginning Date: [Not Applicable/specify]
- (iv) Knock-out Period Ending Date: [Not Applicable/specify]
- (v) Knock-out Valuation Time: [Scheduled Closing Time]/[Any time on a Knock-out Determination Day]
- (u) Automatic Early Redemption Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to" Automatic Early Redemption Level]/[SPS Automatic Early Redemption Payout in paragraph 24 below applies]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (i) Automatic Early Redemption Amount: [Specify/See definition in Condition 21]
- (ii) Automatic Early Redemption Date(s): [Specify] [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] specify any applicable Additional Business Centre (s)/not adjusted]
- (iii) Automatic Early Redemption Level: [Specify]

(iv) Automatic Redemption Rate: Early [Specify]

(v) Automatic Redemption Date(s): Early Valuation [Specify]

[In the event that Automatic Early Redemption Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply]

(v) Delayed Occurrence of Events: Redemption of Extraordinary on [Applicable/Not Applicable]

(if not applicable, delete the remaining subparagraph of this paragraph)

[Rate for accrual of interest []/as specified in the Terms and Conditions]

(w) Delayed Occurrence of Disruption Event: Redemption of Additional on [Applicable/Not Applicable]

(if not applicable, delete the remaining subparagraph of this paragraph)

[Rate for accrual of interest []/as specified in the Terms and Conditions]

24. SPS Final Payout: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

[SPS Final Payout - Reverse Convertible Notes

[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]

[SPS Final Payout – Vanilla Call Notes

[Insert formula, relevant value(s) and other related provisions from Payout Conditions]]

[Autocall Notes

[Insert related provisions from Payout Conditions]]

[SPS Automatic Early Redemption Payout

[Insert related provisions from Payout Conditions]]

Automatic Early Redemption Event: [Not Applicable/[]/["greater than"/"greater than or equal to"/"less than"/"less than or equal to"] Automatic Early Redemption Level]

(If not applicable, delete the remaining subparagraphs of this paragraph)

Automatic Early Redemption Amount: [Specify]

Automatic Early Redemption Date(s): [Specify] [adjusted in accordance with [Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention] specify any applicable Additional Business Centre (s)/not adjusted]

Automatic Early Redemption Level: [Specify]

AER Redemption percentage: [Specify]

AER Rate(i): [Specify]

Automatic Early Redemption Valuation Date(s): [Specify]

[In the event that Automatic Early Redemption Date is a Disrupted Day, [Omission/Postponement/Modified Postponement] will apply]]

25. Notice periods for Condition 6.2: Minimum period: [30] days
Maximum period: [60] days

26. Issuer Call: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Optional Redemption Date(s): []

(b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[] per Calculation Amount/specify other/see Appendix]

(c) If redeemable in part:

(i) Minimum Redemption Amount: []

(ii) Maximum Redemption Amount: []

(d) Notice periods: Minimum period: [15] days
Maximum period: [30] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 5 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)

27. Investor Put: [Applicable/Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

- (a) Optional Redemption Date(s): []
- (b) Optional Redemption Amount and method, if any, of calculation of such amount(s): [[] per Calculation Amount/specify other/see Appendix]
- (c) Notice periods: Minimum period: [15] days
Maximum period: [30] days

(N.B. When setting notice periods, the Issuer is advised to consider the practicalities of distribution of information through intermediaries, for example, clearing systems (which require a minimum of 15 clearing system business days' notice for a put) and custodians, as well as any other notice requirements which may apply, for example, as between the Issuer and the Agent)

28. Redemption upon a MREL Disqualification Event [Applicable/Not Applicable]
(N.B. Only applicable in case of Senior Non Preferred Notes)
29. Final Redemption Amount: [[] per Calculation Amount/specify other/see Appendix]
30. Early Redemption Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same: [An amount determined by the Calculation Agent in accordance with the Conditions /[[] per Calculation Amount/specify other/see Appendix]
(N.B. If the Notes are intended to be held in a manner which would allow Eurosystem eligibility, then the Early Redemption Amount shall be no less than par)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

31. Provisions applicable to Physical Delivery: [Applicable/Not Applicable/Physical Delivery Option [1/2/3]]
(If not applicable, delete the remaining subparagraphs of this paragraph)
- (a) Entitlement in relation to each Note: [The Entitlement Amount in relation to each Note is:

[Delivery of Worst-Performing Underlying applicable:

[Insert formula from Payout Conditions]

[Calculation Amount: [●]]

Redemption Payout: [●]

SPS Valuation Date: [●]

[Delivery of Best-Performing Underlying applicable:

[Insert formula from Payout Conditions]

[Calculation Amount: [●]]

Redemption Payout: [●]

SPS Valuation Date: [●]

[Delivery of the Underlying applicable:

[Insert formula from Payout Conditions]

[Calculation Amount: [●]]

Redemption Payout: [●]

SPS Valuation Date: [●]

(b) Asset Amount in relation to each Note: [Specify]

(c) [Relevant Asset(s): [As specified above]/The relevant asset[s] to which the Notes relate [is/are] [specify].

(d) [Settlement Business Day(s): [Specify]

32. Variation of Settlement: [Applicable / Not Applicable]

(If not applicable, delete the remaining subparagraphs of this paragraph)

(a) Issuer's option to vary settlement: The Issuer [has/does not have] the option to vary settlement in respect of the Notes.

(b) Variation of Settlement of Physical Delivery Notes: [Notwithstanding the fact that the Notes are Physical Delivery Notes, the Issuer may make payment of the Redemption Amount on the Maturity Date./The Issuer will procure delivery of the Asset Amount in respect of the Notes.]

33. Form of Notes:

(a) Form: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes upon an Exchange Event]]

[Temporary Global Note exchangeable for Definitive Notes on and after the Exchange Date]

- [Permanent Global Note exchangeable for Definitive Notes upon an Exchange Event]
- (b) New Global Note: [Yes][No]
34. Additional Financial Centre(s): [Not Applicable/*give details*]
- (Note that this paragraph relates to the date of payment and not Interest Period end dates to which subparagraphs 15(c) and 19(e) relate)*
35. Talons for future Coupons to be attached to Definitive Notes: [Yes, as the Notes have more than 27 coupon payments, Talons may be required if, on exchange into definitive form, more than 27 coupon payments are still to be made/No]
36. Details relating to Partly Paid Notes: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences of failure to pay, including any right of the Issuer to forfeit the Notes and interest due on late payment: [Not Applicable/*give details. N.B. A new form of Temporary Global Note and/or Permanent Global Note may be required for Partly Paid issues*]
37. Details relating to Instalment Notes: [Applicable/Not Applicable]
- (If not applicable, delete the remaining subparagraphs of this paragraph)*
- (a) Instalment Amount(s): [*give details*]
- (b) Instalment Date(s): [*give details*]
38. Other terms or special conditions: [Not Applicable/*give details*]
39. In case the Notes are issued in a form not contemplated by the Terms and Conditions: [*Specify variations to the Terms and Conditions (N.B.: Where Exempt Notes are to be admitted to trading on the Euro MTF market of the Luxembourg Stock Exchange or listed on the Luxembourg Stock Exchange's Securities Official List, these variations shall be limited to the features of the interest and redemption basis.)*]
40. Governing Law: [English/Luxembourg]
- (N.B: Subordinated Notes **must** be governed by Luxembourg law)*

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

[*Relevant third party information*] has been extracted from [*specify source*]. The Issuer confirms that such information has been accurately reproduced and that, so far as it is aware and is able to ascertain from

information published by [*specify source*], no facts have been omitted which would render the reproduced information inaccurate or misleading.]

Signed on behalf of **Banque et Caisse d'Epargne de l'Etat, Luxembourg:**

By: Name:

Title:

PART B – OTHER INFORMATION

1. LISTING [AND ADMISSION TO TRADING]

Listing

[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be listed on [the official list of the Luxembourg Stock Exchange][the Securities Official List of the Luxembourg Stock Exchange without admission to trading][*specify other market – note this must not be a regulated market*] with effect from []]. [Not Applicable]

Admission to trading

[Application has been made for the Notes to be admitted to trading on [Euro MTF market of the Luxembourg Stock Exchange] [*or specify other market*] with effect from []]. [Not Applicable]

2. [EU Benchmark Regulation: EU Benchmarks Regulation: Article 29(2) statement on benchmarks:

[Applicable: Amounts payable under the Securities are calculated by reference to [*insert name[s] of Benchmark[s]*]/the [relevant] Benchmark], which [is/are] provided by [*insert name[s] of the Administrator[s]*]/the [relevant] Administrator[, as specified in the table below] (*if more than one, specify in relation to each relevant Benchmark*)].

[As at the date of these Final Terms, [*insert name[s] of the Administrator[s]*]/the [relevant] Administrator[s]][[is/are] not included]/[[is/are] included][, as the case may be] specified in the table below] [is/are] [not] included in the register of Administrators and Benchmarks established and maintained by the European Securities and Markets Authority [(ESMA)] pursuant to article 36 of the Benchmarks Regulation (Regulation (EU) 2016/1011) [(the BMR)], as specified in the table below].

[As far as the Issuer is aware, [[*insert name of Benchmark[s]*]/the [relevant] Benchmark] [does/do] not fall within the scope of the BMR by virtue of Article 2 of the BMR.]/[the transitional provisions in Article 51 of the BMR apply, such that the [relevant] Administrator is not currently required to obtain authorisation/registration[, as specified in the table below].] [*repeat as necessary or insert necessary information in a table below*]]

[Benchmark	Administrator	Register	Other Information
k			

[●]	[●]	[●]	[●]
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[Not Applicable]]

3. RATINGS

Ratings:

[Not Applicable] [The Notes to be issued [[have been]/[are expected to be]] rated [*insert details*] by [*insert the legal name of the relevant credit rating agency entity(ies)*].]

(The above disclosure is only required if the ratings of the Notes are different to those stated in the Prospectus)

4. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for the fees [of [*insert relevant fee disclosure*]] payable to the [Manager(s)/Dealer(s)], so far as the Issuer is aware, no person involved in the issue of the Notes has an interest including any conflicting interest material to the issue. The Manager(s)/Dealer(s) and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business – *Amend as appropriate if there are other interests*]

5. REASONS FOR THE OFFER

[Include “use of proceeds” wording if the proceeds of the Notes will specifically be used for projects and/or activities that promote climate-friendly and other environmental purposes (green projects)]

6. OPERATIONAL INFORMATION

(a) ISIN: []

(b) Common Code: []

(c) CFI: [[See/[*include code*]⁵, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(d) FISN: [[See/[*include code*]⁶, as updated, as set out on] the website of the Association of National Numbering Agencies (ANNA) or alternatively sourced from the responsible National Numbering Agency that assigned the ISIN/Not Applicable/Not Available]

(e) Any clearing system(s) other than Euroclear and Clearstream Luxembourg and the relevant identification number(s): [Not Applicable/give *name(s) and number(s)*]

⁵ The actual code should only be included where the issuer is comfortable that it is correct.

⁶ The actual code should only be included where the issuer is comfortable that it is correct.⁷ This formulation to be used if the Issuer has not made a determination regarding whether the Notes are Specified Notes as of the date of the Pricing Supplement.

- (f) Delivery: Delivery [against/free of] payment
- (g) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation "yes" simply means that the Notes are intended upon issue to be deposited with one of the ICSDs as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the ECB being satisfied that the Eurosystem eligibility criteria have been met]
- [No. Whilst the designation is specified as "no" at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]

7. DISTRIBUTION

- (a) Method of distribution: [Syndicated/Non-syndicated]
- (b) If syndicated, names of Managers: [Not Applicable/give *names and addresses*]
- (c) Date of Subscription Agreement: []
- (d) Stabilisation Manager(s) (if any): [Not Applicable/give *name*]
- (e) If non-syndicated, name of relevant Dealer: [Not Applicable/give *name*]
- (f) U.S. Selling Restrictions: [Reg. S Category 2; TEFRA D/TEFRA C/TEFRA not applicable]
- (g) Additional selling restrictions: [Not Applicable/give *details*]
- (h) Prohibition of Sales to EEA and UK Retail Investors: [Applicable/Not Applicable]
- (If the Notes clearly do not constitute "packaged" products or the Notes do constitute "packaged" products and a key information document will be prepared, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no key information document will be prepared, "Applicable" should be specified.)*

8. U.S. FEDERAL INCOME TAX CONSIDERATIONS

[The Notes are [not] Specified Notes for purposes of Section 871(m).] [*The Notes will not be Specified Notes if they do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities, further analysis would be required.*] [The Notes are [not] Specified Notes for the purposes of Section 871(m).] [Additional information regarding the application of Section 871(m) to the Notes will be available [*provide appropriate contact details or location of such information.*].] [As at the date of this Pricing Supplement, the Issuer has not determined whether the Notes are Specified Notes for purposes of Section 871(m) of the U.S. Internal Revenue Code of 1986; however, indicatively it considers that they will [not] be Specified Notes for these purposes. This is indicative information only, subject to change, and if the Issuer's final determination is different then it will give notice of such determination. [Further information regarding the application of Section 871(m) to the Notes will be available [*provide appropriate contact details or location of such information.*].]]⁷ (*The Notes will not be Specified Notes if they (i) are issued prior to January 1, 2019 and are not "delta-one" for U.S. tax purposes or (ii) do not reference any U.S. equity or any index that contains any component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities. If the Notes reference a U.S. equity or an index that contains a component U.S. equity or otherwise provide direct or indirect exposure to U.S. equities and (i) are issued prior to January 1, 2019 and provide a return that does not differ significantly from the return on an investment in the underlying, or (ii) are issued on or after January 1, 2019, further analysis would be required. If the Notes are Specified Notes, include the "Additional information" sentence and provide the appropriate contact information at the Issuer.*)]

9. PROVISIONS RELATING TO GREEN BONDS

- | | | |
|-------|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| 9.1.1 | Green Bonds | [Yes/No] |
| 9.1.2 | [Reviewer(s):] | [Name of sustainability rating agency(ies) [and name of third party assurance agent] and [give details of compliance opinion(s) and availability]] |
| 9.1.3 | [Date of third party opinion(s):] | [Not Applicable/ <i>give details</i>] |

⁷ This formulation to be used if the Issuer has not made a determination regarding whether the Notes are Specified Notes as of the date of the Pricing Supplement.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes to be issued by the Issuer which will include the additional terms and conditions for payouts of Notes contained in Annex 1 and the additional provisions applicable to Index Linked Redemption Notes, Equity Linked Redemption Notes and Index Linked Interest Notes contained in Annex 2 and which, subject to completion in accordance with the provisions of the applicable Final Terms, will be incorporated by reference into each Global Note (as defined below) and each definitive Note, in the latter case only if permitted by the rules of the relevant stock exchange (if any) and agreed by the Issuer and the relevant Dealer at the time of issue but, if not so permitted and agreed, such definitive Note will have endorsed upon or attached thereto such Terms and Conditions. The applicable Pricing Supplement in relation to any Tranche of Exempt Notes may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the following Terms and Conditions, modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be incorporated in, or attached to, each Global Note and definitive Note. Reference should be made to "applicable Final Terms" above for a description of the content of Final Terms which will include the definitions of certain terms used in the following Terms and Conditions or specify which of such terms are to apply in relation to the relevant Notes.

References to the **Notes** shall be references to the Notes of this Series and shall mean:

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

The Notes, the Receipts (as defined below) and the Coupons (as defined below) have the benefit of an Amended and Restated Agency Agreement (such Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) dated 1 July 2020 made between the Issuer, Banque et Caisse d'Epargne de l'Etat, Luxembourg, as principal paying agent and agent bank (the **Agent**, which expression shall include any successor as agent) the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents) and the Issuing Agent (the **Issuing Agent**, which expression shall include any successor Issuing Agent).

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms attached to or endorsed on this Note which supplement these Terms and Conditions (the **Conditions**) or, if this Note is a Note which is neither admitted to trading on a regulated market in the European Economic Area (**EEA**) nor offered in the EEA in circumstances where a prospectus is required to be published under the Prospectus Regulation (an **Exempt Note**), the final terms (or the relevant provisions thereof) are set out in Part A of the Pricing Supplement and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with the Conditions, replace or modify the Conditions for the purposes of this Note. Any reference in the Conditions to **applicable Final Terms** shall be deemed to include a reference to **applicable Pricing Supplement** where relevant. The expression **Prospectus Regulation** means (EU) 2017/1129. For the purposes of the Conditions and unless stated otherwise, references to European Economic Area include the United Kingdom. References to the **applicable Final Terms** are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

Interest bearing definitive Notes have interest coupons (**Coupons**) and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference herein to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons. Exempt Notes in definitive form which are

repayable in instalments have receipts (**Receipts**) for the payment of the instalments of principal (other than the final instalment) attached on issue.

Any reference to **Noteholders** or **holders**, shall mean the holders of the Notes and shall, in relation to any Notes represented by a global Note, be construed as provided below. Any reference to **Receiptholders** shall mean the holders of the Receipts and any reference to **Couponholders** shall mean the holders of any Coupons and shall, unless the context otherwise requires, include the holders of any Talons.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing and admission to trading) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which (a) are expressed to be consolidated and form a single series and (b) have the same terms and conditions or terms and conditions which are the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue.

If this Note is governed by English law (as specified in the applicable Final Terms), the Noteholders, the Receiptholders and the Couponholders are entitled to the benefit of the Deed of Covenant (such Deed of Covenant as modified and/or supplemented and/or restated from time to time, the **Deed of Covenant**) dated 28 June 2013 and made by the Issuer. The original of the Deed of Covenant is held by a common depositary on behalf of Euroclear (as defined below) and Clearstream, Luxembourg (as defined below). If this Note is governed by Luxembourg law (as specified in the applicable Final Terms), references to the Deed of Covenant in these Terms and Conditions are not applicable.

Under Luxembourg law, owners of interests in a global Note governed by Luxembourg law will, subject to proof of ownership of such interest, be entitled to proceed directly against the Issuer either individually or, following the appointment of a Noteholder's representative, collectively through such representative, pursuant to articles 470-3 to 470-19 of the Companies Act 1915.

Copies of the Agency Agreement and the Deed of Covenant are available during normal business hours at the specified office of each of the Agent and the other Paying Agents. If the Notes are to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, the applicable Final Terms will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu). If this Note is an Exempt Note, the applicable Pricing Supplement will only be obtainable by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity. The Noteholders, the Receiptholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Agency Agreement, the Deed of Covenant and the applicable Final Terms which are binding on them.

Words and expressions defined in the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the applicable Final Terms, the applicable Final Terms will prevail.

1. Form, Denomination and Title

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**) and the denomination (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note is a Senior Note, and in case of a Senior Note, either a Senior Preferred Note or a Senior Non Preferred Note (each as defined below), or a Subordinated Note, as indicated in the applicable Final Terms.

Unless this Note is an Exempt Note, this note may be, to the extent specified in the applicable Final Terms, a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note or a Note linked to the

underlying reference asset(s) (an **Underlying Reference(s)**) specified in the applicable Final Terms such as an Inflation Linked Interest Note, a Range Accrual Note, a Dual Range Accrual Note, an Index Linked Redemption Note, an Equity Linked Redemption Note or any appropriate combination thereof.

If this Note is an Exempt Note, this Note may also be an Index Linked Interest Note, an Instalment Note, a Partly Paid Note or a combination of any of the foregoing, depending on the Redemption/Payment Basis shown in the applicable Pricing Supplement.

Notes in definitive form are issued with Coupons attached, unless they are Zero Coupon Notes in which case references to Coupons and Couponholders in these Terms and Conditions are not applicable.

In the case of any Equity Linked Redemption Notes the applicable Final Terms will specify whether the Notes are Cash Settled Notes or Physical Delivery Notes. Save as otherwise specified in the applicable Final Terms, **Cash Settled Notes** will be redeemed by the payment to the Noteholders of such amount as is specified in the applicable Final Terms and **Physical Delivery Notes** will be redeemed by the delivery of the Relevant Asset(s) specified in the applicable Final Terms.

Subject as set out below, title to the Notes, Receipts and Coupons will pass by delivery. The Issuer and any Paying Agent may, except as ordered by a court of competent jurisdiction or as required by law, deem and treat the bearer of any Note, Receipt or Coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding paragraph.

For so long as any of the Notes is represented by a global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**) each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or of Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer and any Paying Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, for which purpose the bearer of the relevant global Note shall be treated by the Issuer and any Paying Agent as the holder of such Notes in accordance with and subject to the terms of the relevant global Note (and the expressions **Noteholder** and **holder of Notes** and related expressions shall be construed accordingly). Notes which are represented by a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be.

References to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system specified in the applicable Final Terms.

2. **Status of the Notes**

The applicable Final Terms will indicate whether the Notes are Senior Preferred Notes, Senior Non Preferred Notes or Subordinated Notes.

2.1 *Status of the Senior Notes*

The applicable Final Terms will indicate whether the Senior are senior preferred Notes (the **Senior Preferred Notes**) or senior non preferred Notes (the **Senior Non Preferred Notes**).

(a) *Status of the Senior Preferred Notes*

If the Notes are specified as Senior Preferred Notes in the applicable Final Terms, the Senior Preferred Notes and the relative Receipts and Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and rank *pari passu* among themselves and (save for certain debts required to be preferred by law) equally with all other unsecured obligations (other than subordinated obligations and any obligations permitted by law to rank junior to Senior Preferred Notes, if any) of the Issuer from time to time outstanding.

(b) *Status of the Senior Non Preferred Notes*

If the Notes are specified as Senior Non Preferred Notes in the applicable Final Terms, the Senior Non Preferred Notes, Receipts and Coupons are direct, unconditional, unsecured and senior obligations of the Issuer according to the ranking referred to in article 152(3) of the Resolution Law (together, the **Statutory Second Ranking Senior Liabilities**), and rank and shall at all times rank within the senior and unsecured liabilities of the Issuer:

- (i) *pari passu* and without any preference among themselves;
- (ii) *pari passu* with any other obligations or instruments of the Issuer that rank, or are expressed to rank, equally with the Senior Non Preferred Notes, Receipts and Coupons (the **Senior Parity Liabilities**);
- (iii) senior to the Issuer's ordinary shares and any other obligations or capital instruments of the Issuer that rank, or are expressed to rank, junior to the Senior Non Preferred Notes, Receipts and Coupons, including any obligations or capital instruments of the Issuer which constitute Additional Tier 1 capital under Article 52 of Commission Regulation (EU) No 575/2013 or Tier 2 capital under Article 63 of Commission Regulation (EU) No 575/2013 or which rank or are expressed to rank *pari passu* with Additional Tier 1 capital or Tier 2 capital (together, the **Subordinated Obligations**); and
- (iv) junior to present and future claims of unsubordinated creditors of the Issuer (including, for the avoidance of doubt, any senior notes issued by the Issuer that constitute direct, unconditional, unsecured and unsubordinated obligations of the Issuer and that at all times rank *pari passu* and without any preference among themselves) (the **Statutory Ordinary Senior Liabilities**).

Upon the insolvency of the Issuer or if any order is made by any competent court or resolution passed for the Liquidation (as defined in Condition 2.4) of the Issuer, save as may be provided by mandatory applicable legislation in relation to creditors' rights, Noteholders, Couponholders and Receiptholders will have a right to payment under the Senior Non Preferred Notes, Coupons and Receipts:

- (i) only after, and subject to, payment in full in respect of Statutory Ordinary Senior Liabilities or any present and future claims benefiting from statutory preferences or otherwise ranking in priority to the Senior Non Preferred Notes, Coupons and Receipts; and
- (ii) in full, in priority to claims in respect of Subordinated Obligations and other present and future claims otherwise ranking junior to the Statutory Second Ranking Senior Liabilities.

Subject to the application of the Resolution Law or the Single Resolution Mechanism (SRM) in Luxembourg, the Senior Preferred Notes and the Senior Non Preferred Notes may be subject to write-down or conversion by a relevant authority which may result in the Noteholders and Couponholders losing some or all of their investment, as described in "Risk Factors - Bail-in tool under the BRRD".

2.2 *Status and Subordination of Subordinated Notes*

(a) *Status of Subordinated Notes*

If the Notes are specified as Subordinated Notes in the applicable Final Terms, the Notes and the relative Receipts and Coupons relating to them constitute direct, unsecured and subordinated obligations of the Issuer and rank and will rank *pari passu* and without any preference among themselves. The rights and claims of the holders of Subordinated Notes and the relative Receipts and Coupons against the Issuer in respect of such Subordinated Notes and the relative Receipts and Coupons (including any damages (if payable)) are subordinated to the claims of Senior Creditors (as defined below).

Notes that constitute Tier 2 Capital will have a minimum maturity of five years.

(b) *Subordination of Subordinated Notes*

In the event of the Liquidation of the Issuer, the rights of the holders of the Subordinated Notes and the relative Receipts and Coupons against the Issuer in respect of such Subordinated Notes and the relative Receipts and Coupons (including any damages) if payable) shall:

- (i) be subordinated to the claims of all Senior Creditors;
- (ii) rank *pari passu* with the claims of all other subordinated creditors of the Issuer which in each case by law rank, or by their terms are expressed to rank, *pari passu* with the Subordinated Notes; and
- (iii) rank senior to the claims of holders of the Issuer's ordinary shares, preference shares and any junior subordinated obligations or other securities of the Issuer which by law rank, or by their terms are expressed to rank, junior to the Subordinated Notes.

Subject to the application of the Resolution Law or the Single Resolution Mechanism (SRM), the Subordinated Notes may be subject to write-down or conversion by a relevant authority which may result in the Noteholders and Couponholders losing some or all of their investment, as described in "Risk Factors – Loss absorption at the point of non-viability" and "Bail-in tool under the BRRD".

2.3 *No set-off*

Subject to applicable law, no Noteholder or Couponholder may exercise, claim or plead any right of set-off, netting, compensation or retention in respect of any amount owed to it by the Issuer arising under, or in connection with, the Notes or Coupons and each Noteholder or Couponholder shall, by virtue of its holding of any Notes or Coupons (as the case may be), be deemed to have waived all such rights of set-off, compensation or retention. Notwithstanding the above, if any amounts due and payable to any Noteholder or Couponholder by the Issuer in respect of, or arising under, the Notes or Coupons are discharged by set-off, such Noteholder or Couponholder shall, subject to applicable law, immediately pay an amount equal to the amount of such discharge to the Issuer (or the liquidator or administrator of the Issuer as the case may be) and, until such time as payment is made, shall hold an amount equal to such amount in a fiduciary (*fiduciaire*) capacity, or where applicable law permits, in trust for the Issuer (or the liquidator or administrator of the Issuer, as the case may be) and, accordingly, any such discharge shall be deemed not to have taken place.

2.4 *Defined Terms*

In this Condition:

Bail-in Power means any power existing from time to time under, and exercised in compliance with, any laws, regulations, rules or requirements in effect in Luxembourg relating to (i) the transposition of the BRRD as amended or superseded from time to time, (ii) Regulation (EU) No. 806/2014 of the European Parliament and of the Council of 15 July 2014, establishing uniform rules and a uniform procedure for the resolution of credit institutions and certain investment firms in the framework of the Single Resolution Mechanism and the Single Resolution Fund and amending Regulation (EU) No. 1093/2010 (as amended or superseded from time to time, the **SRM Regulation**) and (iii) the instruments, rules and standards created thereunder, pursuant to which any obligation of certain entities as set out in such law, regulation, rules or requirements can be reduced, cancelled, suspended, modified, or converted into shares, other securities, or other obligations;

BRRD means Directive 2014/59/EU of 15 May establishing the framework for the recovery and resolution of credit institutions and investment firms or such other directive as may come into effect in place thereof, as implemented in Luxembourg and as amended or replaced from time to time and including any other relevant implementing regulatory provisions;

Liquidation means if an order is made or an effective resolution is passed for the judicial liquidation (*liquidation judiciaire*) of the Issuer in accordance with Articles 129ff. of the law of 18 December 2015 on the default of credit institutions and certain investment firms, *as amended (loi du 18 décembre 2015 relative à la défaillance des établissements de crédit et de certaines entreprises d'investissement, telle que modifiée)* (the **Resolution Law**) or an effective resolution is passed for the voluntary liquidation (*liquidation volontaire*) of the Issuer in accordance with Article 128 of the Resolution Law;

Regulated Entity means any entity to which BRRD, as implemented in Luxembourg and as amended or superseded from time to time, or any other Luxembourg piece of legislation relating to the Bail-in Power, applies, which includes, certain credit institutions, investment firms, and certain of their parent or holding companies;

Senior Creditors means creditors of the Issuer (i) who are depositors and/or other unsubordinated creditors of the Issuer (including Senior Notes); (ii) whose claims are or are expressed to be subordinated (whether only in the event of the Liquidation of the Issuer or otherwise) to the claims of unsubordinated creditors of the Issuer, other than those whose claims by law rank, or by their terms are expressed to rank, *pari passu* with, or junior to, the claims of the Noteholders and holders of the relevant Coupons;

3. **Negative Pledge in respect of Senior Notes**

If the Notes are specified as Senior Notes in the applicable Final Terms, so long as any of the Notes remain outstanding (as defined in the Agency Agreement), the Issuer will not create or permit to be outstanding any pledge, mortgage, charge or other security interest for the benefit of the holders of any Securities (as defined below) upon the whole or any part of the property or assets, present or future, of the Issuer to secure (a) any payment due in respect of any Securities (b) any payment under any guarantee of any Securities or (c) any payment under any indemnity or other like obligation relating to any Securities, in any such case in which:

- (a) either such Securities are by their terms originally denominated or originally payable, or confer a right to receive payment, in any currency other than euro or all such Securities are originally denominated or originally payable in euro and more than 50% of the aggregate principal amount thereof is initially distributed outside Luxembourg by or with the authorisation of the issuer thereof; and
- (b) such Securities are for the time being, or are intended to be, quoted, listed, ordinarily dealt in or traded on any stock exchange or over-the-counter or other similar securities market,

without in any such case at the same time according to the Notes, the Receipts and the Coupons the same security as is granted to or is outstanding in respect of such Securities or such guarantee, indemnity or other like obligation or such other security or arrangement as shall be approved by an Extraordinary Resolution of the Noteholders. For the purposes of this Condition, **Securities** means bonds, debentures, notes or other similar securities of the Issuer or any other person with a stated maturity of more than one year from the creation thereof.

4. Interest

The applicable Final Terms will indicate whether the Notes are Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Inflation Linked Interest Notes, Range Accrual Notes, Dual Range Accrual Notes or, in the case of Exempt Notes, whether a different interest basis applies.

4.1 Interest on Fixed Rate Notes

This Condition 4.1 applies to Fixed Rate Notes only. The applicable Final Terms contains provisions applicable to the determination of fixed rate interest and must be read in conjunction with this Condition 4.1 for full information on the manner in which interest is calculated on Fixed Rate Notes. In particular, the applicable Final Terms will specify the Interest Commencement Date, the Rate(s) of Interest, the Interest Payment Date(s), the Maturity Date, the Fixed Coupon Amount, any applicable Broken Amount, the Calculation Amount, the Day Count Fraction and any applicable Determination Date.

Each Fixed Rate Note bears interest from (and including) the Interest Commencement Date at the rate(s) per annum equal to the fixed Rate(s) of Interest. Interest will be payable in arrear on the Interest Payment Date(s) in each year and on the Maturity Date. The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date and, if the first anniversary of, or other relevant period following, the Interest Commencement Date is not an Interest Payment Date, in the case of Notes in definitive form will amount to the Initial Broken Amount specified in the applicable Final Terms. In the case of Notes in definitive form, if the Maturity Date is not an Interest Payment Date, interest from and including the preceding Interest Payment Date (or the Interest Commencement Date) to the Maturity Date will amount to the Final Broken Amount specified in the applicable Final Terms. If the Notes are in definitive form, except as provided in the applicable Final Terms, the amount of interest payable on each Interest Payment Date in respect of the Fixed Interest Period ending on such date will amount to the Fixed Coupon Amount.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (a) in the case of Fixed Rate Notes which are represented by a global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (b) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Fixed Day Count Fraction.

The resultant figure (including after application of any Fixed Coupon Amount or Broken Amount to the Calculation Amount in the case of Fixed Rate Notes in definitive form) shall be rounded to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in

the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In these Conditions:

Determination Date(s) means the date(s) specified in the applicable Final Terms;

Determination Period means each period from (and including) a Determination Date to but excluding the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date);

Fixed Day Count Fraction means, in respect of the calculation of an amount of interest for any Fixed Interest Period:

- (a) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (b) if **30/360**, **360/360** or **Bond Basis** is specified in the applicable Final Terms, the number of days in the period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (such number of days being calculated on the basis of a year of 360 days with 12 30-day months) divided by 360.
- (c) if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest 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 Interest Period unless, in the case of an Interest Period ending on the Maturity Date, the Maturity 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); and
- (d) if **Actual/Actual (ICMA)** is specified in the applicable Final Terms:
 - (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or
 - (ii) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:
 - (A) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and
 - (B) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year.

Fixed Interest Period means the period from and including an Interest Period End Date (or the Interest Commencement Date) to but excluding the next (or first) Interest Period End Date; and

sub-unit means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

Fixed Rate Notes may also include an interest step-up provision whereby the Rate of Interest payable increases at pre-determined periods to a pre-determined percentage per annum (as specified in the applicable Final Terms for such Notes).

4.2 *Interest on Floating Rate Notes, Inflation Linked Interest Notes and Range Accrual Reference Rate Determination on Range Accrual and Dual Range Accrual Notes*

This Condition 4.2 applies to Floating Rate Notes, Inflation Linked Interest Notes and Reference Rate Determination on Range Accrual and Dual Range Accrual Notes only. The applicable Final Terms must be read in conjunction with these Conditions for full information on the manner in which interest is calculated on Floating Rate Notes and Inflation Linked Interest Notes and how the Range Accrual Reference Rate is determined for Range Accrual and Dual Range Accrual Notes. In particular, the applicable Final Terms will identify any Interest Payment Dates, any Interest Period End Dates, the Interest Commencement Date, the Business Day Convention, any Additional Business Centres, whether ISDA Determination or Screen Rate Determination applies to the calculation of interest, the party who will calculate the amount of interest due if it is not the Agent, the Margin, any maximum or minimum interest rates and the Day Count Fraction. Where ISDA Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Floating Rate Option, Designated Maturity, Reset Date and Rate Cut-Off Date. Where Screen Rate Determination applies to the calculation of interest, the applicable Final Terms will also specify the applicable Reference Rate(s), Interest Determination Date(s) and Relevant Screen Page.

Each Floating Rate Note and each Inflation Linked Interest Note bears interest from (and including) the Interest Commencement Date and such interest will be payable in arrear on the Interest Payment Date(s) in each year specified in the applicable Final Terms and on the Maturity Date.

(a) *Interest Payment Dates*

The Final Terms in relation to each Series of Notes may specify one of the following business day conventions as being applicable, namely:

- (i) the **FRN Convention**, in which case interest shall be payable in arrear on each date (each an Interest Payment Date) which numerically corresponds to their Issue Date or such other date as may be specified in the applicable Final Terms or, as the case may be, the preceding Interest Payment Date, in the calendar month which is the number of months specified in the applicable Final Terms after the month in which such Issue Date or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred; provided that:
 - (A) if there is no such numerically corresponding day in the calendar month in which an Interest Payment Date should occur, then the relevant Interest Payment Date will be the last day which is a Business Day (as defined below) in that month;
 - (B) if any Interest Payment Date would otherwise fall on a day which is not a Business Day, then the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next

calendar month, in which case it will be the first preceding day which is a Business Day; and

- (C) if such Issue Date or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred on the last day in a calendar month which was a Business Day, then all subsequent Interest Payment Dates will be the last day which is a Business Day in the month which is the specified number of months after the month in which such Issue Date or such other date as aforesaid or, as the case may be, the preceding Interest Payment Date occurred; or
- (ii) the **Modified Following Business Day Convention**, in which case interest shall be payable in arrear on such dates (each an Interest Payment Date) as are specified in the applicable Final Terms; provided that, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day unless that day falls in the next calendar month, in which case the relevant Interest Payment Date will be the first preceding day which is a Business Day; or
- (iii) the **Following Business Day Convention**, in which case interest shall be payable in arrear on such dates (each an Interest Payment Date) as are specified in the applicable Final Terms; provided that, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first following day which is a Business Day; or
- (iv) the **Preceding Business Day Convention**, in which case interest shall be payable in arrear on such dates (each an Interest Payment Date) as are specified in this applicable Final Terms; provided that, if any Interest Payment Date would otherwise fall on a date which is not a Business Day, the relevant Interest Payment Date will be the first preceding day which is a Business Day; or
- (v) in relation to Exempt Notes only, such other convention as may be specified in the applicable Final Terms.

Notwithstanding the foregoing, where the applicable Final Terms specifies that the relevant business day convention is to be applied on an "unadjusted" basis, the Interest Amount (as defined below) payable on any date shall not be affected by the application of that business day convention.

Each period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period End Date and each period beginning on (and including) an Interest Period End Date and ending on (but excluding) the next succeeding Interest Period End Date is herein called an **Interest Period**.

In these Conditions, **Business Day** means a day which is both:

- (A) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Additional Business Centre specified in the applicable Final Terms; and
- (B) either (a) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign

currency deposits) in the principal financial centre of the country of the relevant Specified Currency (any such centre, an **Additional Business Centre** and which, if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (b) in relation to any sum payable in euro, a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System (the **TARGET2 System**) is open.

(b) *Rate of Interest for Floating Rate Notes and Range Accrual Reference Rate Determination on Range Accrual and Dual Range Accrual Notes*

The (A) Rate of Interest payable from time to time in respect of Floating Rate Notes or Floating Rate Range Accrual and Floating Rate Dual Range Accrual Notes; or (B) the Range Accrual Reference Rate in respect of Range Accrual and Dual Range Accrual Notes, will be determined in the manner specified in the applicable Final Terms (which may be **ISDA Determination**, or **Screen Rate Determination**) as described below.

(i) *ISDA Determination for Floating Rate Notes, Range Accrual and Dual Range Accrual Notes*

Where ISDA Determination is specified in the applicable Final Terms as the manner in which (I) the Rate of Interest is to be determined, the Rate of Interest for each Interest Period, or (II) the Range Accrual Reference Rate for each Interest Period, will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any). For the purposes of this subparagraph (b), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Agent or the Calculation Agent (if any is specified in the applicable Final Terms), as applicable under an interest rate swap transaction if the Agent, or the Calculation Agent, as applicable were acting as Calculation Agent (as defined in the ISDA Definitions (as defined below)) for that swap transaction under the terms of an agreement incorporating the 2006 ISDA Definitions as published by International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**) and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity is a period specified in the applicable Final Terms;
- (C) the relevant Reset Date is the day specified in the applicable Final Terms; and
- (D) the relevant Rate Cut-Off Date is the day specified in the applicable Final Terms.

For the purposes of this subparagraph (i), **Floating Rate**, **Floating Rate Option**, **Designated Maturity**, **Reset Date** and **Rate Cut-Off Date** have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

(ii) *Screen Rate Determination for Floating Rate Notes, Range Accrual and Dual Range Accrual Notes*

Where Screen Rate Determination is specified in the applicable Final Terms as the manner in which (I) the Rate of Interest or (II) the Range Accrual Reference Rate for each Interest Period is to be determined, the Rate of Interest for each Interest Period or Range Accrual Reference Rate will, subject as provided below, be either:

- I. the offered quotation; or
- II. the arithmetic mean (rounded if necessary to the fourth decimal place, with 0.00005 being rounded upwards) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate(s) (being either LIBOR or EURIBOR, as specified in the applicable Final Terms) which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) as at 11.00 a.m. (London time, in the case of LIBOR, or Brussels time, in the case of EURIBOR) (I) on the Interest Determination Date in question plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Agent or the Calculation Agent, as applicable or (II) on such relevant determination date for Range Accrual or Dual Range Accrual Notes, as specified in the applicable Final Terms. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Agent or the Calculation Agent, as applicable for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

If the Agent or the Calculation Agent, as applicable cannot determine the Rate of Interest or the Range Accrual Reference Rate as aforementioned, because the Relevant Screen Page is not published, or if the Agent or the Calculation Agent, as applicable cannot make such determination for any other reason, then the Rate of Interest or the Range Accrual Reference Rate (as applicable) for the respective Interest Period shall be the arithmetic mean, (rounded, if necessary, to the fourth decimal place, with 0.00005 being rounded upwards) determined by the Agent or the Calculation Agent, as applicable of the interest rates which the Reference Banks (as defined in the Agency Agreement), quote to prime banks on the relevant Interest Determination Date for deposits in the Specified Currency for such Interest Period.

Should two or more of the Reference Banks provide the relevant quotation, the arithmetic mean shall be calculated as described above on the basis of the quotations supplied.

If less than two Reference Banks provide a quotation, then the Rate of Interest or the Range Accrual Reference Rate (as applicable) for the respective Interest Period shall be determined by the Agent or the Calculation Agent, as applicable, in consultation with the Issuer. If such determination cannot be made, the Rate of Interest or the Range Accrual Reference Rate (as applicable) shall be determined as at the last preceding Interest Determination Date.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

- (iii) *CMS Rate Determination for Floating Rate Notes, Range Accrual and Dual Range Accrual Notes*

Where CMS Rate Determination is specified in the applicable Final Terms as the manner in which (I) the Rate of Interest or (II) the Range Accrual Reference Rate for each Interest Period is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be determined by the Calculation Agent by reference to the following formula:

CMS Reference Rate + Margin

If the CMS Screen Page is not available, the Calculation Agent shall request each of the CMS Reference Banks to provide the Calculation Agent with its quotation for the Relevant Swap Rate at approximately the Specified Time on the Interest Determination Date in question. If at least three of the CMS Reference Banks provide the Calculation Agent with such quotation, the CMS Reference Rate for such Interest Period shall be the arithmetic mean of such quotations, eliminating the highest quotation (or, in the event of equality, one of the highest) and the lowest quotation (or, in the event of equality, one of the lowest).

If on any Interest Determination Date less than three or none of the CMS Reference Banks provides the Calculation Agent with such quotations as provided in the preceding paragraph, the CMS Reference Rate shall be determined by the Calculation Agent in good faith on such commercial basis as considered appropriate by the Calculation Agent in its absolute discretion, in accordance with standard market practice.

In these Condition:

CMS Reference Rate shall mean the applicable swap rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity, expressed as a percentage, which appears on the CMS Screen Page as at the Specified Time on the Interest Determination Date in question, all as determined by the Calculation Agent.

CMS Reference Banks means (i) where the Reference Currency is Euro, the principal office of five leading swap dealers in the Eurozone inter-bank market, (ii) where the Reference Currency is Sterling, the principal London office of five leading swap dealers in the London inter-bank market or (iii) where the Reference Currency is United States dollars, the principal New York City office of five leading swap dealers in the New York City inter-bank market.

CMS Screen Page means (i) where the Reference Currency is Euro, Reuters Screen ICESWAP2 (formerly ISDAFIX2) Page under the heading "EURIBOR BASIS – EUR" and above the caption "11:00 AM FRANKFURT" or its successor display page; (ii) where the Reference Currency is Sterling, Reuters Screen ICESWAP4 (formerly ISDAFIX4) Page or its successor display page; and (iii) where the Reference Currency is United States dollar, Reuters Screen ISDAFIX1 Page or its successor display page, in each case unless otherwise specified in the applicable Final Terms.

Designated Maturity shall have the meaning given to this term in the applicable Final Terms.

Interest Determination Date means (i) where the Reference Currency is Euro, the second day on which the TARGET2 System is open prior to the start of each Interest Period; (ii) where the Reference Currency is Sterling, the first day of each Interest Period; and (iii) where the Reference Currency is United States dollar, the day that is two U.S. Government Securities Business Days preceding the first day of

each Interest Period, in each case unless otherwise specified in the applicable Final Terms.

Margin shall have the meaning given to this term in the applicable Final Terms.

Reference Currency means either Euro, Sterling or United States dollars, as specified in the applicable Final Terms.

Relevant Swap Rate means:

- (1) where the Reference Currency is Euro, the mid-market annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating euro interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/360 day count basis, is equivalent to EUR-EURIBOR-Reuters (as defined in the ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. and as amended and updated as at the Issue Date of the first Tranche of the Notes (the **ISDA Definitions**)) with a designated maturity determined by the Calculation Agent by reference to standard market practice and/or the ISDA Definitions;
- (2) where the Reference Currency is Sterling, the mid-market semi-annual swap rate determined on the basis of the arithmetic mean of the bid and offered rates for the semi-annual fixed leg, calculated on an Actual/365 (Fixed) day count basis, of a fixed-for-floating Sterling interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, in each case calculated on an Actual/365 (Fixed) day count basis, is equivalent to GBP-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of six months;
- (3) where the Reference Currency is United States dollar, the mid-market semi-annual swap rate determined on the basis of the mean of the bid and offered rates for the semi-annual fixed leg, calculated on a 30/360 day count basis, of a fixed-for-floating United States dollar interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period and in a Representative Amount with an acknowledged dealer of good credit in the swap market, where the floating leg, calculated on an Actual/360 day count basis, is equivalent to USD-LIBOR-BBA (as defined in the ISDA Definitions) with a designated maturity of three months.

Representative Amount means an amount that is representative for a single transaction in the relevant market at the relevant time.

Specified Time means (i) where the Reference Currency is Euro, 11.00 a.m., Frankfurt time; (ii) where the Reference Currency is Sterling, 11.00 a.m. London time; and (iii) where the Reference Currency is United States dollar, 11.00 a.m., New York City time.

U.S. Government Securities Business Day means any day except for Saturday, Sunday or a day on which The Bond Market Association or its successor recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

(iv) *CMS Formula Rate for Range Accrual and Dual Range Accrual Notes*

Where CMS Formula Rate is specified in the applicable Final Terms as the manner in which the Range Accrual Reference Rate for each Interest Period is to be determined, the Rate of Interest for each Interest Period will, subject as provided below, be determined by the Calculation Agent by reference to the following formula:

$\text{CMS Reference Rate}_1 - \text{CMS Reference Rate}_2$

CMS Reference Rate₁ shall mean the applicable swap rate for swap transactions in the Reference Currency₁ with a maturity of the Designated Maturity₁, expressed as a percentage, which appears on the CMS Screen Page as at the Specified Time on the Interest Determination Date in question, all as determined by the Calculation Agent.

CMS Reference Rate₂ shall mean the applicable swap rate for swap transactions in the Reference Currency₂ with a maturity of the Designated Maturity₂, expressed as a percentage, which appears on the CMS Screen Page as at the Specified Time on the Interest Determination Date in question, all as determined by the Calculation Agent.

Designated Maturity₁ shall have the meaning given to this term in the applicable Final Terms.

Designated Maturity₂ shall have the meaning given to this term in the applicable Final Terms.

Reference Currency₁ means either Euro, Sterling or United States dollars, as specified in the applicable Final Terms.

Reference Currency₂ means either Euro, Sterling or United States dollars, as specified in the applicable Final Terms.

(c) *Interest on Inflation Linked Interest Notes*

The Interest Amount payable for each Interest Period for Inflation Linked Interest Notes will be calculated in accordance with Part 3 of Annex 2.

(d) *Minimum Rate of Interest and/or Maximum Rate of Interest*

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest. If the applicable Final Terms specify a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of such Interest Period determined in accordance with the provisions of paragraph (b) above is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

(e) *Determination of Rate of Interest and Calculation of Interest Amounts*

The Agent or the Calculation Agent, as applicable, will at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period.

The Agent or the Calculation Agent, as applicable, will calculate the amount of interest (the **Interest Amount**) payable on the Floating Rate Notes for the relevant Interest Period by applying the Rate of Interest to:

- (i) in the case of Floating Rate Notes which are represented by a global Note, the aggregate outstanding nominal amount of the Notes represented by such global Note (or, if they are Partly Paid Notes, the aggregate amount paid up); or
- (ii) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the Interest Amount payable in respect of such Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

Day Count Fraction means, in respect of the calculation of an amount of interest in accordance with this Condition 4.2:

- (i) if **Actual/Actual (ISDA)** or **Actual/Actual** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of that Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (ii) if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (iii) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (iv) if **30/360, 360/360** or **Bond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D1 is greater than 29, in which case D2 will be 30;

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

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

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30; and

- (vi) if **30E/360 (ISDA)** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

"Y1" is the year, expressed as a number, in which the first day of the Interest Period falls;

"Y2" is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"M1" is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

"M2" is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

"D1" is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

"D2" is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

(vii) if **Actual/Actual (ICMA)** is specified in the applicable Final Terms:

(A) in the case of Notes where the number of days in the relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the **Accrual Period**) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (1) the number of days in such Determination Period and (2) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; or

(B) in the case of Notes where the Accrual Period is longer than the Determination Period during which the Accrual Period ends, the sum of:

(1) the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year; and

(2) the number of days in such Accrual Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year.

(f) *Linear Interpolation*

Where Linear Interpolation is specified as applicable in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Agent or the Calculation Agent, as applicable, by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as applicable in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as applicable in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which shall be determined as if the Designated Maturity were the period of time for which rates are available next longer than the length of the relevant Interest Period provided however that if there is no rate available for a period of time next shorter or, as the case may be, next longer, then the Agent or the Calculation

Agent, as applicable, shall determine such rate at such time and by reference to such sources as it determines appropriate.

Designated Maturity means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

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

Subject to Condition 4.2(i), the Agent or the Calculation Agent, as applicable, will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified (by no later than the first day of each Interest Period) to the Issuer and any stock exchange on which the relevant Notes to which this Condition 4.2 applies are for the time being listed and notice thereof to be published in accordance with Condition 14 as soon as possible after their determination but in no event later than the fourth London Business Day thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without prior notice in the event of an extension or shortening of the Interest Period. Any such amendment will promptly be notified to each stock exchange on which the relevant Notes to which this Condition 4.2 applies are for the time being listed and to the Noteholders in accordance with Condition 14. For the purposes of this paragraph, the expression **London Business Day** means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for general business in London.

(h) *Certificates to be Final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4.2, whether by the Agent or the Calculation Agent, as applicable, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, the Calculation Agent (if applicable), the other Paying Agents and all Noteholders, Receiptholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders, the Receiptholders or the Couponholders shall attach to the Agent or the Calculation Agent, as applicable, in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

(i) *Benchmark Discontinuation*

Notwithstanding the provisions above in this Condition 4.2, if the Issuer, in consultation with the party responsible for determining the Rate of Interest (being the Agent, the Calculation Agent or such other party specified in the applicable Final Terms, as applicable), determines that a Benchmark Event occurs in relation to an Original Reference Rate at any time when the Conditions provide for any Rate of Interest (or any component part thereof) to be determined by reference to such Original Reference Rate, then the following provisions shall apply.

(i) *Independent Adviser*

The Issuer shall use reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine (acting in good faith and in a commercially reasonable manner) a Successor Rate, failing which an Alternative Rate and, in either case, an Adjustment Spread (if any) and any Benchmark Amendments (each as defined and as further described below) no later than 5 Business Days prior to the Interest Determination Date relating to the next succeeding Interest Period (the **IA Determination Cut-off Date**) for purposes of determining the Rate of Interest applicable to the Notes for such next succeeding

Interest Period and for all future Interest Periods (subject to the subsequent operation of this Condition 4.2(i) during any other future Interest Period(s)).

(ii) *Successor Rate or Alternative Rate*

If the Independent Adviser (acting in good faith and in a commercially reasonable manner) determines that:

- (A) there is a Successor Rate, then such Successor Rate shall (subject to adjustment as provided in Condition 4.2(i)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent further operation of this Condition 4.2(i)); or
- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (subject to adjustment as provided in Condition 4.2(i)(iii)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Notes (subject to the subsequent further operation of this Condition 4.2(i)).

(iii) *Adjustment Spread*

If the Independent Adviser acting in good faith determines (i) that an Adjustment Spread is required to be applied to the Successor Rate or the Alternative Rate (as the case may be) and (ii) the quantum of, or a formula or methodology for determining, such Adjustment Spread, then such Adjustment Spread shall be applied to the Successor Rate or the Alternative Rate (as the case may be) for each subsequent determination of a Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable), subject to the subsequent further operation and adjustment as provided in this Condition 4.2(f).

(iv) *Benchmark Amendments*

If any Successor Rate, Alternative Rate or Adjustment Spread is determined in accordance with this Condition 4.2(i) and the Independent Adviser acting in good faith determines (i) that amendments to these Conditions (including, without limitation, amendments to the definitions of Day Count Fraction, Business Day or Relevant Screen Page) are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread (such amendments, the **Benchmark Amendments**) and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4.2(i)(iv), without any requirement for the consent or approval of Noteholders or Couponholders, vary these Conditions to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, the Agent, the Paying Agents and the Calculation Agent shall (at the Issuer's expense and direction), without any requirement for the consent or approval of the Noteholders or Couponholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments required to the Agency Agreement and these Conditions.

In connection with any such variation in accordance with this Condition 4.2(i)(iv), the Issuer shall comply with the rules of any stock exchange or other relevant

authority on or by which the Notes are for the time being listed or admitted to trading.

Notwithstanding any other provision of this Condition 4.2(i) no Successor Rate or Alternative Rate or Adjustment Spread will be adopted, and no other amendments to the terms of the Notes will be made pursuant to this Condition 4.2(i), if and to the extent that, in the determination of the Issuer, the same could reasonably be expected to:

- (A) prejudice the qualification of Senior Non Preferred Notes as eligible liabilities and/or loss absorbing capacity of the Issuer; or
- (B) result in the Competent Authority and/or the Relevant Resolution Authority treating a future Interest Payment Date as the effective maturity of the Notes, rather than the relevant Maturity Date.

(v) *Notices, etc.*

The Issuer shall promptly notify the party responsible for determining the Rate of Interest (being the Agent, the Calculation Agent or such other party specified in the applicable Final Terms, as applicable), the Principal Paying Agent, the Paying Agents and, in accordance with Condition 14, the Noteholders of any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments determined under Condition 4.2(i)(iv). Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any.

(vi) *Survival of Original Reference Rate*

Without prejudice to the obligations of the Issuer under this Condition 4.2(i), the Original Reference Rate and the fallback provisions provided for in Condition 4.2(b)(ii) will continue to apply unless and until the party responsible for determining the Rate of Interest (being the Agent, the Calculation Agent or such other party specified in the applicable Final Terms, as applicable) has been notified of the Successor Rate or the Alternative Rate (as the case may be), any Adjustment Spread (if applicable) and Benchmark Amendments (if applicable), in accordance with Condition 4.2(i)(v).

(vii) *Fallbacks*

If, following the occurrence of a Benchmark Event and in relation to the determination of the Rate of Interest on the immediately following Interest Determination Date, the Issuer is unable to appoint an Independent Adviser or no Successor Rate or Alternative Rate (as applicable) is determined pursuant to this provision prior to the IA Determination Cut-off Date, the original benchmark or screen rate (as applicable) will continue to apply for the purposes of determining such Rate of Interest on such Interest Determination Date, with the effect that the fallback provisions provided elsewhere in these Conditions will continue to apply to such determination;

For the purposes of this Condition 4.2(i):

Adjustment Spread means either a spread (which may be positive or negative), or the formula or methodology for calculating a spread, in either case, which the Independent Adviser acting in good faith determines is required to be applied to the

Successor Rate or the Alternative Rate (as the case may be) to reduce or eliminate, to the fullest extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Noteholders and Couponholders as a result of the replacement of the Original Reference Rate with the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or
- (b) (if no such recommendation or option has been made (or made available), or in the case of an Alternative Rate) the Independent Adviser acting in good faith determines is recognised or acknowledged as being in customary usage in international debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be); or
- (c) (if no such customary market usage is recognised or acknowledged) the Independent Adviser acting in good faith determines to be appropriate;

Alternative Rate means an alternative to the Reference Rate which the Independent Adviser acting in good faith determines in accordance with Condition 4.2(i)(ii) has replaced the Original Reference Rate in customary market usage in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest period and in the same Specified Currency as the Notes or, if the Independent Adviser determines there is no such rate, such other rate as the Independent Adviser acting in good faith determines is most comparable to the relevant Reference Rate;

Benchmark Amendments has the meaning given to it in Condition 4.2(i)(iv);

Benchmark Event means:

- (a) the Original Reference Rate ceasing to be published for a period of at least 5 Business Days or ceasing to exist; or
- (b) the later of (i) the making of a public statement by the administrator of the Original Reference Rate that it will, on or before a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate) and (ii) the date falling six months prior to the date specified in (b)(i) above; or
- (c) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been permanently or indefinitely discontinued; or
- (d) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will, on or before a specified date, be permanently or indefinitely discontinued and (ii) the date falling six months prior to the date specified in (d)(i) above;

- (e) the later of (i) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that means the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case on or before a specified date and (ii) the date falling six months prior to the specified date referred to in (e)(i) above; or
- (f) it has or will prior to the next Interest Determination Date become unlawful for any Paying Agent, the Agent, the Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate (including, without limitation, under the Benchmarks Regulation (EU) 2016/1011, if applicable);

Independent Adviser means an independent financial institution of international repute or other independent financial adviser experienced in the international capital markets, in each case appointed by the Issuer at its own expense. For the avoidance of doubt, an Independent Adviser appointed pursuant to this Condition 4.2(i) shall act in good faith as an expert and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Paying Agents, the Noteholders or the Couponholders for any determination made by it pursuant to this Condition 4.2(i);

Original Reference Rate means the originally-specified Reference Rate used to determine the Rate of Interest (or any component part thereof) on the Notes;

Relevant Nominating Body means, in respect of a Reference Rate:

- (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the Reference Rate relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate; or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (a) the central bank, reserve bank, monetary authority or any similar institution for the currency to which the Reference Rate relates, (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the Reference Rate, (c) a group of the aforementioned central banks or other supervisory authorities or (d) the Financial Stability Board or any part thereof; and

Successor Rate means a successor to or replacement of the Original Reference Rate which is formally recommended, or formally provided as an option for parties to adopt, by any Relevant Nominating Body.

4.3 *Interest on Range Accrual and Dual Range Accrual Notes*

(a) *Fixed Rate Range Accrual and Dual Range Accrual*

The Interest Amount payable on each Fixed Rate Range Accrual Note and Fixed Rate Dual Range Accrual Note on each Interest Payment Date up to (and including) the Maturity Date shall be an amount determined by the Calculation Agent on the relevant Determination Date in accordance with the following formula in respect of the Interest Period ending on or around such Interest Payment Date:

$$\text{Interest Amount} = \text{Specified Denomination} \times (\text{Fixed Rate} \times (\text{Days Accrued} / \text{Actual Days}) \times \text{Day Count Fraction})$$

(b) *Floating Rate Range Accrual and Dual Range Accrual*

The Interest Amount payable on each Floating Rate Range Accrual Note Floating Rate Dual Range Accrual Note on each Interest Payment Date up to (and including) the Maturity Date shall be an amount determined by the Calculation Agent on the relevant Determination Date in accordance with the following formula in respect of the Interest Period ending on or around such Interest Payment Date:

$$\text{Interest Amount} = \text{Specified Denomination} \times (\text{Floating Rate} \times (\text{Days Accrued} / \text{Actual Days}) \times \text{Day Count Fraction})$$

(c) *CMS Range Accrual*

The Interest Amount payable on each CMS Range Accrual Note on each Interest Payment Date up to (and including) the Maturity Date shall be an amount determined by the Calculation Agent on the relevant Determination Date in accordance with the following formula in respect of the Interest Period ending on or around such Interest Payment Date:

$$\text{Interest Amount} = \text{Specified Denomination} \times (\text{Fixed Rate or Floating Rate}) \times (\text{Days Accrued} / \text{Actual Days}) \times \text{Day Count Fraction}$$

(d) *Autoswitch*

In addition, when Autoswitch is specified as applicable in the applicable Final Terms, if the Accumulated Interest Rate reaches the Target Rate, the Rate of Interest applicable on any succeeding Interest Payment Date shall be the Switch Rate.

(e) *Definitions*

For the purposes of Range Accrual Notes, the terms set out below have the following meanings:

Accumulated Interest Rate means the sum of each Rate of Interest paid or payable, as the case may be) from (and including) the first Interest Payment Date to and including the next Interest Payment Date which has yet to occur.

Actual Days means, in relation to each Interest Period, the number of calendar days in such Interest Period.

Cut-Off Date means the date 5 Business Days prior to the relevant Interest Payment Date for the relevant Interest Period.

Day Count Fraction means the day count fraction as specified in the applicable Final Terms.

Days Accrued means, in relation to each Interest Period, the number of calendar days in such Interest Period at which the Range Accrual Reference Rate is:

(i) (a) equal or greater than the Lower Range and (b) equal or less than the Upper Range (in respect of Range Accrual Notes); or

(ii) (a) equal or greater than the Lower Range₁ and (b) equal or less than the Upper Range₁; and (a) equal or greater than the Lower Range₂ and (b) equal or less than the Upper Range₂ (in respect of Dual Range Accrual Notes).

Fixed Rate means the fixed rate as specified in the applicable Final Terms, subject to any adjustment to the Fixed Rate for subsequent Interest Periods, as specified in the applicable Final Terms.

Floating Rate means the floating rate as specified in the applicable Final Terms, subject to any adjustment to the Floating Rate for subsequent Interest Periods, as specified in the applicable Final Terms.

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

Lower Range means the Lower Range as specified in the applicable Final Terms, subject to any adjustment to the Lower Range for subsequent Interest Periods, as specified in the applicable Final Terms.

Lower Range₁ means the Lower Range₁ as specified in the applicable Final Terms, subject to any adjustment to the Lower Range₁ for subsequent Interest Periods, as specified in the applicable Final Terms.

Lower Range₂ means the Lower Range₂ as specified in the applicable Final Terms, subject to any adjustment to the Lower Range₂ for subsequent Interest Periods, as specified in the applicable Final Terms.

Observation Date means each calendar day during the relevant Interest Period, provided that:

- (i) Prior to the Cut-Off Date, the Range Accrual Reference Rate for a calendar day, which is not a Business Day or a day on which the Range Accrual Reference Rate is otherwise capable of being determined, shall be deemed to be the Range Accrual Reference Rate as observed on the previous day that was a Business Day and a day on which the Range Accrual Reference Rate was capable of being determined; and
- (ii) The Range Accrual Reference Rate for the period after the Cut-Off Date through to the end of such Interest Period shall be deemed to be the Range Accrual Reference Rate as observed on the Cut-Off Date for that Interest Period.

Range Accrual Reference Rate means, for each Observation Date in the relevant Interest Period, such reference rate as specified in the applicable Final Terms, whereby such specified reference rate shall be determined (i) for a Fixed Rate Range Accrual Note, a Fixed Rate Dual Range Accrual Note, Floating Rate Range Accrual Note or a Floating Rate Dual Range Accrual Note by the Calculation Agent according to Condition 4.2(b)(i) (ISDA Determination for Floating Rate Notes, Range Accrual and Dual Range Accrual Notes) or 4.2(b)(ii) (Screen Rate Determination for Floating Rate Notes, Range Accrual and Dual Range Accrual Notes), whichever is so specified in the applicable Final Terms, or (ii) for a CMS Range Accrual Note according to Condition 4.2(b)(iii).

Switch Rate means the percentage rate specified in the applicable Final Terms.

Target Rate means the percentage rate specified in the applicable Final Terms.

Upper Range means the Upper Range as specified in the applicable Final Terms, subject to any adjustment to the Upper Range for subsequent Interest Periods, as specified in the applicable Final Terms.

Upper Range₁ means the Upper Range₁ as specified in the applicable Final Terms, subject to any adjustment to the Upper Range₁ for subsequent Interest Periods, as specified in the applicable Final Terms.

Upper Range₂ means the Upper Range₂ as specified in the applicable Final Terms, subject to any adjustment to the Upper Range₂ for subsequent Interest Periods, as specified in the applicable Final Terms.

4.4 *Exempt Notes*

In the case of Exempt Notes which are also Floating Rate Notes, Range Accrual or Dual Range Accrual Notes where the applicable Pricing Supplement identifies that Screen Rate Determination or CMS Rate Determination applies to the calculation of interest or determination of the Range Accrual Reference Rate, if the Reference Rate or the Range Accrual Reference Rate from time to time is specified in the applicable Pricing Supplement as being other than LIBOR, EURIBOR or CMS Reference Rate, the Rate of Interest or the Range Accrual Reference Rate in respect of such Exempt Notes will be determined as provided in the applicable Pricing Supplement.

The rate or amount of interest payable in respect of Exempt Notes which are not also Fixed Rate Notes, Floating Rate Notes, Inflation Linked Interest Notes, Range Accrual or Dual Range Accrual Notes shall be determined in the manner specified in the applicable Pricing Supplement, provided that where such Notes are Index Linked Interest Notes the provisions of Condition 4.2 shall, save to the extent amended in the applicable Pricing Supplement, apply as if the references therein to Floating Rate Notes and to the Agent were references to Index Linked Interest Notes and the Calculation Agent, respectively, and provided further that the Calculation Agent will notify the Agent of the Rate of Interest for the relevant Interest Period as soon as practicable after calculating the same.

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue as aforesaid on the paid-up nominal amount of such Notes and otherwise as specified in the applicable Pricing Supplement.

4.5 *Accrual of Interest*

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date for its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue until whichever is the earlier of:

- (a) the date on which all amounts due in respect of such Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable has been received by the Agent and notice to that effect has been given in accordance with Condition 14.

5. **Payments**

5.1 *Method of Payment*

Subject as provided below:

- (a) payments in a Specified Currency other than euro will be made by transfer to an account in the relevant Specified Currency maintained by the payee with a bank in the principal financial centre of the country of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively);
- (b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee.
- (c) References to Specified Currency will include any successor currency under applicable law.

5.2 *Payments subject to fiscal and other laws*

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 7, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approval thereto, and (iii) any withholding or deduction required pursuant to Section 871(m) of the Code (**871(m) Withholding**). In addition, in determining the amount of 871(m) Withholding imposed with respect to any amounts to be paid on the Notes, the Issuer shall be entitled to withhold on any "dividend equivalent" (as defined for purposes of Section 871(m) of the Code) at the highest rate applicable to such payments regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law.

Payments on the Notes that reference U.S. securities or an index that includes U.S. securities may be calculated by reference to dividends on such U.S. securities that are reinvested at a rate of 70%. In such case, in calculating the relevant payment amount, the holder will be deemed to receive, and the Issuer will be deemed to withhold, 30% of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

5.3 *Presentation of Notes, Receipts and Coupons*

Payments of principal in respect of definitive Notes will (subject as provided below) be made in the manner provided in Condition 5.1 above only against surrender of definitive Notes, and payments of interest in respect of definitive Notes will (subject as provided below) be made as aforesaid only against surrender of Coupons, in each case at the specified office of any Paying Agent outside the United States (which expression, as used herein, means the United States of America and its possessions).

Fixed Rate Notes in definitive form and save as provided in Condition 5.4 should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall for this purpose include Coupons falling to be issued on exchange of matured Talons), failing which the amount of any missing unmatured Coupon (or, in the case of payment not being made in full, the same proportion of the amount of such missing unmatured Coupon as the sum so paid bears to the sum due) will be deducted from the sum due for payment. Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relative missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 7) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 8) or, if later, five years from the date on which such Coupon would otherwise have become due, but in no event thereafter.

Upon any Fixed Rate Note in definitive form becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

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

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

Payments of principal and interest (if any) in respect of Notes represented by any global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes and otherwise in the manner specified in the relevant global Note (against presentation or surrender (as the case may be) of such global Note if the global Note is not intended to be issued in new global note (NGN) form) at the specified office of any Paying Agent. On the occasion of each payment, (a) in the case of any global Note which is not issued in NGN form, a record of such payment made on such global Note, distinguishing between any payment of principal and any payment of interest, will be made on such global Note by the Agent, and (b) in the case of any global Note which is a NGN, the Agent shall instruct Euroclear and Clearstream, Luxembourg to make appropriate entries in their records to reflect such payment.

5.4 *Specific provisions in relation to payments in respect of certain types of Exempt Notes*

Payments of instalments of principal (if any) in respect of definitive Notes, other than the final instalment, will (subject as provided below) be made in the manner provided in Condition 5.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Receipt in accordance with the preceding paragraph. Payment of the final instalment will be made in the manner provided in Condition 5.1 above only against presentation and surrender (or, in the case of part payment of any sum due, endorsement) of the relevant Note in accordance with the preceding paragraph. Each Receipt must be presented for payment of the relevant instalment together with the definitive Note to which it appertains. Receipts presented without the definitive Note to which they appertain do not constitute valid obligations of the Issuer. Upon the date on which any definitive Note becomes due and repayable, unmatured Receipts (if any) relating thereto (whether or not attached) shall become void and no payment shall be made in respect thereof.

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

The holder of a global Note shall be the only person entitled to receive payments in respect of Notes represented by such global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such global Note in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the beneficial holder of a particular nominal amount of Notes represented by such global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of such global Note.

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

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

5.5 *Payment Day*

If the date for payment of any amount in respect of any Note, Receipt or Coupon is not a Payment Day, the holder thereof shall not be entitled to payment until the next following Payment Day in the relevant place and shall not be entitled to further interest or other payment in respect of such delay. For these purposes, **Payment Day** means any day which (subject to Condition 8) is:

- (a) a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
 - (i) in the case of Notes in definitive form only, the relevant place of presentation;
 - (ii) each Additional Financial Centre specified in the applicable Final Terms; and
- (b) either (1) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is New Zealand dollars shall be Auckland) or (2) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

5.6 *Interpretation of Principal and Interest*

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 7;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes;
- (e) in relation to Exempt Notes redeemable in instalments, the Instalment Amounts; and
- (f) any premium and any other amounts (other than interest) which may be payable by the Issuer under or in respect of the Notes.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 7.

5.7 *Physical Delivery Notes*

(a) *Physical Delivery*

(i) *Asset Transfer Notices*

In relation to Physical Delivery Notes, in order to obtain delivery of the Asset Amount(s) in respect of any Note:

- (A) if such Note is represented by a Global Note, the relevant Noteholder must deliver to Euroclear or Clearstream, Luxembourg (as applicable) (each a relevant **Clearing System**), with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice; and
- (B) if such Note is in definitive form, the relevant Noteholder must deliver to any Paying Agent with a copy to the Issuer not later than the close of business in each place of reception on the Cut-Off Date, a duly completed Asset Transfer Notice.

For the purposes of this Condition:

Asset Amount means the amount of Relevant Asset relating to each Note as set out in the Final Terms;

Asset Transfer Notice means asset transfer notice in the form set out in the Agency Agreement duly completed in accordance with the provisions of this Condition;

Cut-Off Date means the date falling three Business Days prior to the Delivery Date; and

Relevant Asset means the asset defined as such in the applicable Final Terms.

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

An Asset Transfer Notice may only be delivered (a) if such Note is represented by a Global Note in such manner as is acceptable to the relevant Clearing System, or (b) if such Note is in definitive form, in writing together with the Note.

The Asset Transfer Notice shall:

- I. specify the name and address of the relevant Noteholder and the person from whom the Issuer may obtain details for the delivery of the Asset Amount and any details required for delivery of the Asset Amount set out in the applicable Final Terms;
- II. in the case of Notes represented by a Global Note, specify the nominal amount of Notes which are the subject to such notice and the number of the Noteholder's account at the relevant Clearing System to be debited with such Notes and irrevocably instruct and authorise the relevant Clearing System, as the case may be, to debit the relevant Noteholder's account with such Notes on or before the Delivery Date;
- III. include an undertaking to pay all Delivery Expenses and, in the case of Notes represented by a Global Note, an authority to debit a specified account of the

Noteholder at the relevant Clearing System, as the case may be, in respect thereof and to pay such Delivery Expenses;

- IV. specify an account to which dividends (if any) payable pursuant to this Condition 5.7 or any other cash amounts specified in the applicable Final Terms are being payable are to be paid;
- V. certify that the beneficial owner of each Note is not a U.S. person (as defined in the Asset Transfer Notice), the Note is not being redeemed within the United States or on behalf of a U.S. person and no cash, securities or other property have been or will be delivered within the United States or to, or for the account or benefit of, a U.S. person in connection with any redemption thereof;
- VI. authorise the production of such notice in any applicable administrative or legal proceedings,

For the purposes of this Condition, **Delivery Expenses** means all costs, taxes, duties and/or expenses, including stamp duty, stamp duty reserve tax and/or other costs, duties or taxes arising from the delivery of the Asset Amount.

(ii) *Verification of the Holder*

Upon receipt of an Asset Transfer Notice the relevant Clearing System shall verify that the person delivering the Asset Transfer Notice is the holder of the Notes described therein according to its records. Subject thereto, the relevant Clearing System will confirm to the Agent the series number and number of Notes the subject of such notice, the relevant account details and the details for the delivery of the Asset Amount relating to each Note. Upon receipt of such confirmation, the Agent will inform the Issuer thereof.

(iii) *Determinations and Delivery*

Failure properly to complete and deliver an Asset Transfer Notice may result in such notice being treated as null and void. Any determination as to whether such notice has been properly completed and delivered as provided in these Conditions shall be made, in the case of Notes represented by a Global Note, by the relevant Clearing System, after consultation with the Issuer and shall be conclusive and binding on the Issuer and the relevant Noteholder and, in the case of Notes in definitive form, by the relevant Paying Agent after consultation with the Issuer, and shall be conclusive and binding on the Issuer and the relevant Noteholder.

If any Asset Transfer Notice deemed null and void in accordance with the foregoing paragraph is subsequently corrected to the satisfaction of the relevant Clearing System in consultation with the Agent, it shall be deemed to be a new Asset Transfer Notice submitted at the time such corrected Asset Transfer Notice was delivered to the relevant Clearing System (with a copy to the Agent).

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

The Asset Amount will be delivered at the risk of the relevant Noteholder, in the manner provided below on the Maturity Date (such date, subject to adjustment in accordance with this Condition, the **Delivery Date**), provided that the Asset Transfer Notice is duly delivered

to the relevant Clearing System (with a copy to the Agent), as provided above on or prior to the Cut-Off Date.

If a Noteholder fails to give an Asset Transfer Notice as provided herein with a copy to the Agent, on or prior to the Cut-Off Date, then the Asset Amount will be delivered as soon as practicable after the Maturity Date, as defined in the Final Terms (in which case, such date of delivery shall be deemed the Delivery Date) at the risk of such Noteholder in the manner provided below. In such circumstances the relevant Noteholder shall not be entitled to any payment, whether of interest or otherwise, and the Issuer shall have no liability whatsoever, as a result of the Delivery Date falling after the Maturity Date.

The Issuer shall, at the relevant Noteholder's risk, deliver or procure the delivery of the Asset Amount relating to each Note, pursuant to the details specified in the Asset Transfer Notice or in such commercially reasonable manner as the Calculation Agent shall in its sole and absolute discretion determine and notify to the person designated by the Noteholder in the relevant Asset Transfer Notice. No delivery of the Asset Amount shall be made until all Delivery Expenses have been paid to the satisfaction of the Issuer by the relevant Noteholder.

(iv) *General*

Notes held by the same Noteholder will be aggregated for the purpose of determining the aggregate Asset Amount in respect of such Notes, provided that, the aggregate Asset Amount in respect of the same Noteholder will be rounded down to the nearest whole unit of the Relevant Asset or each of the Relevant Assets, as the case may be, in such manner as the Calculation Agent shall determine. Therefore, fractions of the Relevant Asset or of each of the Relevant Assets, as the case may be, will not be delivered and no cash adjustment will be made in respect thereof.

Following the Delivery Date of a share certificate all dividends on the relevant shares to be delivered will be payable to the party that would receive such dividend according to market practice for a sale of the shares executed on the Delivery Date and to be delivered in the same manner as such relevant Shares. Any such dividends to be paid to a Noteholder will be paid to the account specified by the Noteholder in the relevant Asset Transfer Notice as referred to in Condition 5.7(a)(i).

For such period of time after delivery of the Asset Amount as the Issuer or any person acting on behalf of the Issuer shall continue to be the legal owner of the securities comprising the Asset Amount (the **Intervening Period**), none of the Issuer, the Calculation Agent or any other person shall at any time (A) be under any obligation to deliver or procure delivery to any Noteholder any letter, certificate, notice, circular or any other document or, except as provided herein, payment whatsoever received by that person in respect of such securities or obligations, (B) be under any obligation to exercise or procure the exercise of any or all rights attaching to such securities or obligations or (C) be under any liability to a Noteholder in respect of any loss or damage which such Noteholder may sustain or suffer as a result, whether directly or indirectly, of that person being the legal owner during such Intervening Period of such securities or obligations.

(v) *Settlement Disruption*

If, in the opinion of the Calculation Agent, delivery of the Asset Amount using the method of delivery specified in the applicable Final Terms, or such other commercially reasonable manner as the Calculation Agent has determined, is impracticable because a Settlement Disruption Event (as defined below) has occurred and is continuing on the Delivery Date, then it shall give notice as soon as practicable to the Noteholders in accordance with

Condition 14 and the Delivery Date shall be postponed to the first following Settlement Business Day in respect of which there is no such Settlement Disruption Event, provided that, the Issuer may elect in its sole and absolute discretion to satisfy its obligations in respect of the relevant Note by delivering the Asset Amount using such other commercially reasonable manner as it may select and, in such event, the Delivery Date shall be such day as the Issuer deems appropriate (acting in a commercially reasonable manner). Noteholders shall not be entitled to any payment, whether on account of interest or otherwise, and the Issuer shall have no liability whatsoever, as a result of the Delivery Date being postponed due to the occurrence of a Settlement Disruption Event.

Where a Settlement Disruption Event affects some but not all of the Relevant Assets comprising the Asset Amount, the Delivery Date for the Relevant Assets unaffected by the Settlement Disruption Event will be the originally designated Delivery Date. For so long as delivery of part of the Asset Amount is impracticable by reason of a Settlement Disruption Event, then in lieu of physical delivery of the affected Relevant Asset(s), and notwithstanding any other provision hereof, the Issuer may elect in its sole and absolute discretion to satisfy its obligations in respect of the affected portion of the relevant Note(s) by paying the relevant Noteholder(s), the Disruption Cash Redemption Amount (as defined below) on the fifth Business Day following the date on which Noteholders are notified in accordance with Condition 14 of (A) such election having been made and (B) the manner in which the Issuer intends to pay the Disruption Cash Redemption Amount.

For the purposes of this Condition:

Disruption Cash Redemption Amount shall be, in respect of any Note, the fair market value of such Note (taking into account, where the Settlement Disruption Event affected some but not all of the Relevant Assets included in the Asset Amount and such unaffected Relevant Assets have been duly delivered as provided above, the value of such unaffected and delivered Relevant Assets), less the cost to the Issuer of unwinding any related hedging arrangements, all as determined by the Issuer in its sole and absolute discretion;

Settlement Business Day, in respect of each Note, has the meaning specified in the applicable Final Terms relating to such Note; and

Settlement Disruption Event means an event that is beyond the control of the Issuer, including illiquidity in the market for the Relevant Assets as a result of which the Issuer cannot make delivery of the Relevant Asset(s) using the method specified in the applicable Final Terms, all as determined by the Calculation Agent.

(b) *Variation of Settlement*

If so specified in the applicable Final Terms, the Issuer may, in its sole and absolute discretion, elect (i) to deliver or procure delivery on the Maturity Date of the Asset Amount relating to each Note in lieu of its obligation to pay Noteholders the Early Redemption Amount or (ii) to pay Noteholders the Redemption Amount on the Maturity Date in lieu of its obligation to deliver or procure delivery of the Asset Amount. Notification of any such election will be given to Noteholders in accordance with Condition 14.

(c) *Rights of Noteholders and Calculations*

None of the Issuer, the Calculation Agent or any of the Paying Agents shall have any responsibility for any errors or omissions committed in connection with any of the calculations or determinations contemplated in this Condition 5.

The purchase of Notes linked to one or more Relevant Assets does not confer on holders of such Notes any rights (whether in respect of voting, distributions or otherwise) in connection with the applicable Relevant Asset(s).

For the purposes of these Conditions, **Redemption Amount** means the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be.

6. Redemption and Purchase

6.1 *At Maturity*

Unless previously redeemed or purchased and cancelled as specified below, each Note (including each Index Linked Redemption Note) will be redeemed by the Issuer at its Final Redemption Amount specified in the applicable Final Terms or, if physical settlement is specified as applicable in the applicable Final terms (each such Note a **Physical Delivery Note**) by delivery of the Entitlement (as provided in Condition 5.7 above) or determined in the manner specified in these Conditions in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

The **Final Redemption Amount** in respect of each nominal amount of Notes equal to the Calculation Amount shall be an amount equal to:

(i) Calculation Amount x the percentage specified in the applicable Final Terms or (ii) the final payout specified in the applicable Final Terms, as calculated in accordance with Annex 1 (Additional terms and conditions for SPS payouts of Notes) or Annex 2 (Additional Terms and Conditions for Payouts),

provided that, where the applicable Final Terms indicate that the Notes are intended to be held in a manner which would allow Eurosystem eligibility, then the Final Redemption Amount shall be no less than par.

If the Final Redemption is zero, no amount shall be payable on final redemption of the Note.

The **Entitlement** shall be the quantity of the Relevant Asset(s) equal to the Entitlement Amount specified in the applicable Final Terms.

6.2 *Redemption for Tax Reasons*

Subject to Condition 6.6 below in case the Notes are Senior Non Preferred Notes or subject to Condition 6.11 below in case the Notes are Subordinated Notes, the Notes may be redeemed at the option of the Issuer in whole, but not in part at any time (if this Note is not a Floating Rate Note or an Inflation Linked Interest Note) or on any Interest Payment Date (if this Note is a Floating Rate Note or an Inflation Linked Interest Note), on giving not less than the minimum period and not more than the maximum period of notice specified in the applicable Final Terms to the Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable), if:

(a) on the occasion of the next payment due under the Notes, the Issuer has or will become obliged to pay additional amounts as provided or referred to in Condition 7 as a result of any change in, or amendment to, the laws or regulations of Luxembourg or any political subdivision or any authority thereof or therein having power to tax, or any change in the application or official interpretation of such laws or regulations, which change or amendment becomes effective on or after the Issue Date of the last Tranche of the Notes and, where the Notes are specified as Subordinated Notes in the applicable Final Terms, which change the Issuer demonstrates to the satisfaction of the Regulator was material and was not reasonably foreseeable as at the Issue Date of the last Tranche of the Notes (a

Change in Law) and in all cases such obligation cannot be avoided by the Issuer taking reasonable measures available to it; or

- (b) where the Notes are specified as Subordinated Notes in the applicable Final Terms, the Issuer would, as a result of any Change in Law, not be entitled to claim a deduction in respect of any payments in computing its taxation liabilities or the amount of the deduction would be materially reduced,

provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts or would not be entitled to claim a deduction were a payment in respect of the Notes then due. Prior to the publication of any notice of redemption pursuant to this Condition, the Issuer shall deliver to the Agent to make available at its specified office to the Noteholders (i) a certificate signed by two Members of the Executive Committee of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and (ii) an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such additional amounts as a result of such change or amendment.

Notes redeemed pursuant to this Condition 6.2 will be redeemed at their Early Redemption Amount referred to in Condition 6.8 below together (if appropriate) with interest accrued (but unpaid) to (but excluding) the date of redemption.

6.3 *Redemption at the Option of the Issuer (Issuer Call)*

This Condition 6.3 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Issuer (other than pursuant to Condition 6.2 or 6.5), such option being referred to as an **Issuer Call**. The applicable Final Terms contains provisions applicable to any Issuer Call and must be read in conjunction with this Condition 6.3 for full information on any **Issuer Call**. In particular, the applicable Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount, any minimum or maximum amount of Notes which can be redeemed and the applicable notice periods.

If Issuer Call is specified as being applicable in the applicable Final Terms and subject to Condition 6.6 below in case the Notes are Senior Non Preferred Notes or subject to Condition 6.11 below in case the Notes are Subordinated Notes, the Issuer may, having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable), redeem all or, unless otherwise specified in the applicable Final Terms, some only of the Notes then outstanding on any Optional Redemption Date and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued (but unpaid) to (but excluding) the relevant Optional Redemption Date (including, if the Notes are specified as Subordinated Notes in the applicable Final Terms, any accrued but unpaid interest to the date fixed for redemption). Any such redemption must be of a nominal amount not less than the Minimum Redemption Amount or not more than a Maximum Redemption Amount (in each case as may be specified in the applicable Final Terms).

In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will (i) in the case of Redeemed Notes represented by definitive Notes, be selected individually by lot, not more than 30 days prior to the date fixed for redemption and (ii) in the case of Redeemed Notes represented by a Global Note, be selected in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (and if the global Note is intended to be issued in NGN form to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion). In the case of Redeemed Notes represented by

definitive Notes, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 14 not less than 15 days prior to the date fixed for redemption.

6.4 *Redemption at the Option of the Noteholders (Investor Put) (not applicable to Senior Non Preferred Notes or Subordinated Notes)*

This Condition 6.4 applies to Notes which are subject to redemption prior to the Maturity Date at the option of the Noteholder, such option being referred to as an Investor Put. The applicable Final Terms contains provisions applicable to any Investor Put and must be read in conjunction with this Condition 6.4 for full information on any Investor Put. In particular, the applicable Final Terms will identify the Optional Redemption Date(s), the Optional Redemption Amount and the applicable notice periods.

If the Notes are specified as Senior Notes in the applicable Final Terms and if Investor Put is specified as being applicable in the applicable Final Terms, upon the holder of any Note giving to the Issuer in accordance with Condition 14 not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms, the Issuer will, upon the expiry of such notice, redeem, subject to, and in accordance with, the terms specified in the applicable Final Terms, in whole (but not in part), such Note on the Optional Redemption Date and at the Optional Redemption Amount specified in, or determined in the manner specified in, the applicable Final Terms together, if appropriate, with interest accrued (but unpaid) to (but excluding) the Optional Redemption Date.

If this Note is in definitive form and held outside Euroclear and Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must deliver such Note at the specified office of any Paying Agent at any time during normal business hours of such Paying Agent falling within the notice period, accompanied by a duly completed and signed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a **Put Notice**) and in which the holder must specify a bank account to which payment is to be made under this Condition and the Put Notice must be accompanied by, if this Note is in definitive form, this Note or evidence satisfactory to the Paying Agent concerned that this Note will, following delivery of the Put Notice, be held to its order or under its control.

If this Note is represented by a global Note or is in definitive form and held through Euroclear or Clearstream, Luxembourg, to exercise the right to require redemption of this Note the holder of this Note must, within the notice period, give notice to the Agent of such exercise in accordance with the standard procedures of Euroclear and Clearstream, Luxembourg (which may include notice being given on his instruction by Euroclear or Clearstream, Luxembourg or any common depositary or, as the case may be, common safekeeper for them to the Agent by electronic means) in a form acceptable to Euroclear and Clearstream, Luxembourg from time to time and, if this Note is represented by a global Note which has not been issued in NGN form, at the same time present or procure the presentation of the relevant global Note to the Agent for notation accordingly.

Any Put Notice given by a holder of any Note pursuant to this paragraph shall be irrevocable except where prior to the due date of redemption an Event of Default shall have occurred and be continuing in which event such holder, at its option, may elect by notice to the Issuer to withdraw the notice given pursuant to this paragraph and instead to declare such Note forthwith due and payable pursuant to Condition 9.

6.5 *Redemption upon the Occurrence of a MREL Disqualification Event*

This Condition 6.5 applies only in the case of Notes specified in the applicable Final Terms as being Senior Non Preferred Notes and where this Condition 6.5 is specified as being applicable in the applicable Final Terms.

Upon the occurrence of a MREL Disqualification Event, the Issuer may, subject to this Condition 6.5 elect to redeem all, but not some only, of the Senior Non Preferred Notes at their principal amount (or at such other amount as may be specified in the applicable Final Terms), together with any accrued and unpaid interest (if any) thereon to (but excluding) the date fixed for redemption by giving notice to the Agent and, in accordance with Condition 14, the Noteholders (which notice shall be irrevocable):

- (i) in the case of all Senior Non Preferred Notes other than Senior Non Preferred Notes that are Floating Rate Notes or Index Linked Redemption Notes, at any time within the period of not less than 30 nor more than 45 days from the date such notice; or
- (ii) in the case of Senior Non Preferred Notes that are Floating Rate Notes or Index Linked Redemption Notes, (A) on any Interest Payment Date falling within the period of not less than 30 nor more than 45 days from the date of such notice or (B) if there is no Interest Payment Date falling within (A) above, on the first Interest Payment Date to occur after the expiry of 45 days from such notice.

6.6 *Conditions to Redemption and Purchase prior to Final Redemption*

If the Notes are specified as Senior Non Preferred Notes in the applicable Final Terms:

- (a) any redemption or purchase of the Senior Non Preferred Notes in accordance with Conditions 6.2, 6.3, 6.5 and 6.10 is subject to such redemption or purchase being permitted by applicable MREL Regulations and subject to the Issuer obtaining Supervisory Permission therefor, if required; and
- (b) prior to the publication of any notice of redemption pursuant to Condition 6.5, the Issuer shall deliver to the Agent a certificate signed by two Directors of the Issuer stating that the relevant circumstance giving rise to the right to redeem is satisfied.

6.7 *Capital Event Redemption*

The Subordinated Notes may be redeemed at the option of the Issuer in whole, but not in part, subject to Condition 6.11, on any Interest Payment Date (if this Note is a Floating Rate Note or an Inflation Linked Interest Note) or at any time (if this Note is not a Floating Rate Note or an Inflation Linked Interest Note), on giving not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 14 (which notice shall be irrevocable), at their Early Redemption Amount specified in the applicable Final Terms (which, in the case of Zero Coupon Notes, shall be as provided in Condition 6.8(c) below) (together with any accrued but unpaid interest to the date fixed for redemption) if, there is a change (or a pending change which the Regulator considers to be sufficiently certain) in the regulatory classification of the Notes that occurs on or after the Issue Date that the Issuer demonstrates to the satisfaction of the Regulator was not reasonably foreseeable as at the Issue Date, that would be likely to result in the exclusion of the Notes from own funds or their reclassification as a lower quality form of own funds (a **Capital Event**). Before the publication of any notice of redemption pursuant to a Capital Event, the Issuer shall deliver to the Agent a certificate signed by two Directors of the Issuer stating that a Capital Event has occurred and the Issuer is entitled to effect such redemption.

6.8 *Early Redemption Amounts*

Unless otherwise provided in the applicable Final Terms, for the purpose of Condition 6.2 above and Condition 9 the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- (a) in the case of Notes with a Final Redemption Amount equal to the Issue Price of the first Tranche of the Series, at the Final Redemption Amount thereof; or

- (b) in the case of a Note (other than a Zero Coupon Note) with a Final Redemption Amount which is or may be less or greater than the Issue Price of the first Tranche of the Series, at the amount specified in the applicable Final Terms or, if no such amount or manner is so specified in the Final Terms, at its nominal amount; or
- (c) in the case of Zero Coupon Notes, at its Early Redemption Amount calculated in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{RP} \times (1 + \text{AY})^y$$

where:

RP means the Reference Price;

AY means the Accrual Yield expressed as a decimal; and

y is the Day Count Fraction specified in the applicable Final Terms which will be either (i) 30/360 (in which case) the numerator will be equal to the number of days (calculated on the basis of a 360-day year consisting of 12 months of 30 days each) from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (ii) Actual/360 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 360) or (iii) Actual/365 (in which case the numerator will be equal to the actual number of days from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable and the denominator will be 365),

provided that, where the applicable Final Terms indicate that the Notes are intended to be held in a manner which would allow Eurosystem eligibility, then the Early Redemption Amount shall be no less than par.

6.9 *Specific redemption provisions applicable to certain types of Exempt Notes*

For the purposes of Condition 6.2, Index Linked Interest Notes may be redeemed only on an Interest Payment Date.

If the Notes are repayable in instalments, they will be redeemed in the Instalment Amounts and on the Instalment Dates specified in the applicable Pricing Supplement. In the case of early redemption, the Early Redemption Amount of Instalment Notes will be determined in the manner specified in the applicable Pricing Supplement. If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition and the applicable Pricing Supplement.

6.10 *Purchases*

Subject to Condition 6.6 above in case the Notes are Senior Non Preferred Notes or subject to Condition 6.11 below in case the Notes are Subordinated Notes, the Issuer may purchase Notes (provided that, in the case of definitive Notes, all unmaturing Receipts, Coupons and Talons appertaining thereto are purchased therewith) at any price in the open market or otherwise. Such Notes may be held, reissued, resold or, at the option of the Issuer, surrendered to any Paying Agent for cancellation.

6.11 *Redemption or Purchase of Subordinated Notes*

(a) *Redemption or purchase prior to maturity*

Subordinated Notes may not be redeemed prior to their stated maturity date (if any) pursuant to Conditions 6.2, 6.3 and 6.7, or purchased by or on behalf of the Issuer or any of its subsidiaries pursuant to Condition 6.10, without the prior consent of the Regulator and subject to compliance with Regulatory Procedures (in each case, if and to the extent so required by the Applicable Banking Regulations).

(b) *Redemption at maturity*

Subordinated Notes may be redeemed at maturity (which cannot be less than five years) without the prior approval of the Regulator.

6.12 *Cancellation*

All Notes which are redeemed will forthwith be cancelled (together with all unmatured Receipts and Coupons attached thereto or surrendered therewith at the time of redemption). All Notes so cancelled and Notes purchased and cancelled pursuant to paragraph 6.11 above (together with all unmatured Receipts and Coupons cancelled therewith) shall be forwarded to the Agent and cannot be reissued or resold.

6.13 *Late payment on Zero Coupon Notes*

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to paragraph 6.1, 6.2, 6.3 or 6.4 above or upon its becoming due and repayable as provided in Condition 9 is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 6.8(c) above as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and
- (b) five days after the date on which the full amount of the moneys payable has been received by the Agent and notice to that effect has been given to the Noteholders either in accordance with Condition 14 or individually.

6.14 *Defined Terms*

In this Condition,

Applicable Banking Regulation means the CRD IV Regulation, the CRD IV Directive, the Financial Sector Law, the Resolution Law, the CSSF Regulation N°18-03 on the implementation of certain discretions of the CRD IV Regulation, any laws, regulations or acts implementing CRD IV and, at any time, the laws, regulations, circular letters and other requirements, standards, guidelines and policies relating to capital adequacy for credit institutions of either (i) the Regulator and/or (ii) any other national or European authority, in each case then in effect in Luxembourg (or in such other jurisdiction in which the Issuer may have its home member state as defined in the CRD IV Regulation, the CRD IV Directive and the Financial Sector Law (**Home Member State**)) and applicable to the Issuer.

BRRD means Directive 2014/59/EU of 15 May establishing the framework for the recovery and resolution of credit institutions and investment firms or such other directive as may come into effect

in place thereof, as implemented in Luxembourg and as amended or replaced from time to time and including any other relevant implementing regulatory provisions.

BRRD Amending Directive means Directive 2017/2399 of the European Parliament and of the Council of 12 December 2017 amending the BRRD as regards the ranking of unsecured debt instruments in insolvency hierarchy.

CRD IV means the legislative package consisting of the CRD IV Directive and the CRD IV Regulation.

CRD IV Directive means Directive 2013/36/EU on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms of the European Parliament and of the Council of 26 June 2013, as the same may be amended or replaced from time to time, including, without limitation, by Directive (EU) 2019/878).

CRD IV Regulation means Regulation (EU) No. 575/2013 on prudential requirements for credit institutions and investment firms of the European Parliament and of the Council of 26 June 2013, as the same may be amended or replaced from time to time.

Financial Sector Law means the Luxembourg law of 5 April 1993 on the financial sector, as amended.

Group means consolidated group of which the Issuer is the parent entity.

MREL Disqualification Event means at any time in respect of a Series of Senior Non Preferred Notes, that all or part of the outstanding principal amount of such Series of Senior Non Preferred Notes does not fully qualify as MREL Eligible Instruments of the Issuer, except where such non-qualification (i) was reasonably foreseeable as at the Issue Date or (ii) is due solely to the remaining maturity of such Series of Senior Non Preferred Notes being less than any period prescribed for by the applicable MREL Regulations.

MREL Eligible Instrument means an instrument that is an eligible liability instrument to be counted towards the minimum requirement for own funds and eligible liabilities of the Issuer in accordance with the applicable MREL Regulations

MREL Regulations means, at any time, the laws, regulations, requirements, guidelines and policies then in effect in Luxembourg giving effect to the "minimum requirement for own funds and eligible liabilities" (MREL) applicable to banking institutions or any successor laws, regulations, requirements, guidelines and policies that may be applicable to the Issuer and/or the Group, including, without limitation to the generality of the foregoing, CRD IV, the BRRD and/or the BRRD Amending Directive (whether or not such laws, regulations, requirements, guidelines or policies have the force of law and whether or not they are applied generally or specifically to the Issuer and/or the Group).

own funds has the meaning given to it in the CRD IV Regulation.

Regulator means the European Central Bank, the European Banking Authority, the *Commission de Surveillance du Secteur Financier (CSSF)* or such other authority which assumes or performs the functions, as at the Issue Date, performed by such authority or such other or successor authority exercising primary supervisory authority with respect to prudential matters in relation to the Issuer.

Regulatory Procedures means in respect of any redemption or purchase of the Notes:

- (a) on or before such redemption or purchase of the Notes, the Issuer replaces the Notes with own funds instruments of an equal or higher quality on terms that are sustainable for its income capacity; or
- (b) the Issuer has demonstrated to the satisfaction of the Regulator that the own funds of the Issuer would, following such redemption or purchase, exceed its minimum capital requirements (including any capital buffer requirements) as set out in CRD IV by a margin that the Regulator may consider necessary on the basis set out in CRD IV for it to determine the appropriate level of capital of an institution.

Relevant Resolution Authority means the Single Resolution Board (**SRB**) established pursuant to the SRM Regulation and the Commission de surveillance du secteur financier, acting as resolution board, and/or any other authority lawfully entitled to exercise or participate in the exercise of any Bail-in Power from time to time.

Resolution Law means the Luxembourg law of 18 December 2015 on the default of credit institutions and certain investment firms, as amended.

Supervisory Permission means, in relation to any action, such supervisory permission (or, as appropriate, waiver) from the Competent Authority and/or the Relevant Resolution Authority as is required therefor under applicable MREL Regulations (if any).

7. Taxation

All payments of principal (in case of Senior Notes only) and interest in respect of the Notes, Receipts or Coupons by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties of whatever nature imposed or levied by or on behalf of Luxembourg or any political subdivision or any authority thereof or therein having power to tax unless such withholding or deduction is required by law. In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts receivable by the holders of the Notes, Receipts or Coupons after such withholding or deduction shall equal the respective amounts of principal (in case of Senior Notes only) and interest which would otherwise have been receivable in respect of the Notes, Receipts or Coupons, as the case may be, in the absence of such withholding or deduction; except that no such additional amounts shall be payable with respect to any Note, Receipt or Coupon:

- (a) presented for payment by or on behalf of a Noteholder, Receiptholder or Couponholder who
 - (i) is liable for such taxes or duties in respect of such Note, Receipt or Coupon by reason of his having some connection with Luxembourg other than the mere holding of such Note, Receipt or Coupon or
 - (ii) would not be liable or subject to such taxes or duties by making a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or
- (b) presented for payment more than 30 days after the Relevant Date (as defined below) except to the extent that the holder thereof would have been entitled to an additional amount on presenting the same for payment on such 30th day; or
- (c) any withholding or deduction required pursuant to (i) Section 871(m) of the Code or (ii) Sections 1471 through 1474 of the Code, any regulations or agreements thereunder or any official interpretations thereof.

As used herein, the **Relevant Date** means the date on which such payment first becomes due, except that, if the full amount of the moneys payable has not been duly received by the Agent on or prior to such due date, it means the date on which, the full amount of such moneys having been so received, notice to that effect is duly given to the Noteholders in accordance with Condition 14.

8. Prescription

The Notes, Receipts and Coupons will become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) after the Relevant Date (as defined in Condition 7) therefor.

There shall not be included in any Coupon sheet issued on exchange of a Talon any Coupon the claim for payment in respect of which would be void pursuant to this Condition or Condition 5.3 or any Talon which would be void pursuant to Condition 5.3.

9. Events of Default and Enforcement

9.1 Provisions relating to Senior Notes

(a) Senior Preferred Notes

If the Notes are specified as Senior Preferred Notes in the applicable Final Terms and if any one or more of the following events (each an **Event of Default**) shall occur:

- (i) default is made for more than seven days in the payment of any principal due under the Notes or any of them or for more than 14 days in the payment of any interest due under the Notes or any of them; or
- (ii) the Issuer fails to perform or observe any of its other obligations under these Terms and Conditions and (except in any case where the failure is incapable of remedy when no continuation or notice as is hereinafter mentioned will be required) the failure continues for the period of 30 days next following the service by a Noteholder on the Issuer of notice requiring the same to be remedied; or
- (iii) any order is made by any competent court or resolution passed for the dissolution (dissolution) and liquidation (liquidation) of the Issuer, save for the purposes of merger or reorganisation on terms previously approved by an Extraordinary Resolution of the Noteholders; or
- (iv) the Issuer ceases or threatens to cease to carry on the whole or a substantial part of its business, save for the purposes of merger or reorganisation on terms previously approved by an Extraordinary Resolution of the Noteholders, or the Issuer stops or threatens to stop payment of, or is unable to, or admits inability to, pay its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts pursuant to or for the purposes of any applicable law, or is adjudicated or found bankrupt or insolvent; or
- (v) the Issuer becomes insolvent within the meaning of Luxembourg bankruptcy law or applies for or consents to or suffers the appointment of a liquidator (*liquidateur*), an administrator in a regime of reprieve from payment (*administrateur*) of the Issuer or of the whole or a substantial part of the undertaking, property, assets or revenues of the Issuer or initiates proceedings under any applicable laws for a readjustment or deferral of its obligations or any substantial part thereof or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors or any court order is rendered or an effective voluntary resolution is passed for the dissolution (*dissolution*) and liquidation (*liquidation*) of the Issuer or to admit the Issuer to a regime of reprieve from payment (*sursis de paiement*);

then any Noteholder may, by written notice to the Issuer at the specified office of the Agent, effective upon the date of receipt thereof by the Agent, declare the Note held by the holder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early

Redemption Amount (as described in Condition 6.8), together with accrued interest (if any) to the date of repayment, without presentation, demand, protest or other notice of any kind.

(b) *Senior Non Preferred Notes only*

This Condition 9.1 (b) shall apply in relation to the Notes that are specified in the applicable Final Terms as being Senior Non Preferred Notes.

Save as provided below, there are no events of default under the Senior Non Preferred Notes which could lead to an acceleration of the Senior Non Preferred Notes.

- (i) *Liquidation*: If any order is made by any competent court or resolution passed for the Liquidation of the Issuer and such order is continuing, then any Notes may, unless there has been a resolution to the contrary at a Masse Meeting, by written notice addressed by the Noteholder thereof to the Issuer and delivered to the Issuer or to the specified office of the Fiscal Agent, be declared immediately due and payable, whereupon the Early Redemption Amount of such Note together (if applicable) with accrued interest to the date of payment shall become immediately due and payable.
- (ii) *Non-Payment*: If default is made in the payment of any interest or principal due in respect of the Notes and such default continues for a period of 7 days or more after the due date then any Noteholder may ask the relevant authorities to institute Liquidation or reprieve from payment (*sursis de paiement*) proceedings in Luxembourg (but not elsewhere) in accordance with Part II of the Resolution Law in respect of the Issuer (together the **Non-Payment Proceedings**). Although the relevant authorities may take into account a request from a Noteholder to institute the Non-Payment Proceedings, they are not in any way bound to do so following the receipt of such a request or on any other basis. In determining whether to institute any such Non-Payment Proceedings against the Issuer, the relevant authorities will act solely on the basis of their own discretion and in accordance with Luxembourg law. Without prejudice to such request from a Noteholder as described in this Condition 9.1 (b)(ii), a Noteholder shall not be able to take proceedings for the Liquidation of the Issuer.
- (iii) *Breach of Other Obligations*: To the extent permitted by applicable law and by these Conditions, a Noteholder may at its discretion institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Issuer under the Notes (other than any payment obligation of the Issuer under or arising from the Notes, including, without limitation, payment of any principal or interest); *provided always* that such Noteholder shall not enforce, and shall not be entitled to enforce or otherwise claim, against the Issuer any judgment or other award given in such proceedings that requires the payment of money by the Issuer, whether by way of damages or otherwise, except by proving in the relevant Non-Payment Proceedings.
- (iv) *Waiver*: The Noteholders expressly unconditionally and irrevocably waive all rights of rescission under article 1184 of the Luxembourg Civil Code and under article 470-21 of the Companies Act 1915 and, subject to Conditions 9.1 (b)(i),(ii) and (iii) above, of otherwise claiming early termination or early repayment of the Notes in case of default by the Issuer under any of its obligations under the Notes.

9.2 *Provisions relating to Subordinated Notes*

(a) If the Notes are specified as Subordinated Notes in the applicable Final Terms and if:

- (i) *Liquidation*

a judgment is made or an effective resolution is passed for the Liquidation of the Issuer in Luxembourg (or such other jurisdiction in which the Issuer may be organised), save for the purposes of a merger or reorganisation on terms previously approved by an Extraordinary Resolution of the Noteholders, the holder of any Note may give written notice to the Agent at its specified office that such Note is due and payable, whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 6.8), together with accrued interest (if any) to the date of repayment without presentation, demand, protest or other notice of any kind; or

(ii) *Non Payment*

default is made for more than seven days in the payment of any principal due under the Notes or any of them, or for more than 14 days in the payment of any interest due under the Notes or any of them,

any Noteholder may ask the relevant authorities to institute proceedings in Luxembourg (but not elsewhere) in accordance with Part III of the Resolution Law for the Liquidation of the Issuer.

Although the relevant authorities may take into account a request from a Noteholder to institute proceedings in Luxembourg for the Liquidation of the Issuer, they are not in any way bound to do so following the receipt of such a request or on any other basis. In determining whether to institute any such proceedings against the Issuer, the relevant authorities will act solely on the basis of their own discretion and in accordance with Luxembourg law. Subject to such request from a Noteholder as described in this Condition 9.2(a)(ii), a Noteholder shall not be able to take proceedings for the Liquidation of the Issuer.

(b) *Breach of Other Obligations*

To the extent permitted by applicable law and by these Conditions, a Noteholder may at its discretion institute such proceedings against the Issuer as it may think fit to enforce any obligation, condition, undertaking or provision binding on the Issuer under the Notes or the Coupons (other than any payment obligation of the Issuer under or arising from the Notes or the Coupons, including, without limitation, payment of any principal or interest; *provided always* that such Noteholder shall not enforce, and shall not be entitled to enforce or otherwise claim, against the Issuer any judgment or other award given in such proceedings that requires the payment of money by the Issuer, whether by way of damages or otherwise, except by proving in a Liquidation of the Issuer).

(c) *Other Remedies*

No remedy against the Issuer, other than the institution of the proceedings referred to in Condition 9.2(a)(ii) or (b) and the proving or claiming in any Liquidation of the Issuer, shall be available to the Noteholders or the Couponholders whether for the recovering of amounts owing in respect of the Notes or the Coupons or in respect of any breach by the Issuer of any other obligation, condition or provision binding on it under the Notes or the Coupons.

10. Substitution and Variation - Senior Non Preferred Notes only

This Condition 10 applies in the case of Notes specified as being Senior Non Preferred Notes in the applicable Final Terms.

It is the intention of the Issuer that the Senior Non Preferred Notes shall be treated (i) for regulatory purposes as MREL Eligible Instruments under the applicable MREL Regulations and (ii) for rating purposes as ALAC Eligible Instruments under the Rating Methodology.

(a) *Substitution and Variation*

If an MREL Eligibility Event, a Rating Methodology Event, an Alignment Event or Tax Event occurs and is continuing, the Issuer may, at its option, substitute all (but not some only) of the relevant Senior Non Preferred Notes or vary the terms and conditions of all (but not some only) of the relevant Senior Non Preferred Notes, without any requirement for the consent or approval of the Noteholders, so that they are substituted for, or varied to, become, or remain, Qualifying Notes, subject to having given not less than 30 nor more than 60 days' notice to the Noteholders in accordance with Condition 14 and the Fiscal Agent and the Paying Agent (which notice shall be irrevocable and shall specify the date for substitution or, as applicable, variation), and subject to obtaining Supervisory Permission, if required.

Any such notice shall specify the relevant details of the manner in which such substitution or variation shall take effect and where the Noteholders can inspect or obtain copies of the new terms and conditions of the relevant Senior Non Preferred Notes. Such substitution or variation will be effected without any cost or charge to the Noteholders.

Noteholders shall, by virtue of subscribing and/or purchasing and holding any relevant Senior Non Preferred Notes, expressly accept that they will be deemed to approve and accept the substitution or variation of the terms of the relevant Senior Non Preferred Notes and to grant to the Issuer full power and authority to take any action and/or to execute and deliver any document in the name and/or on behalf of the Noteholders which is necessary or convenient to complete the substitution or variation of the terms of the relevant Senior Non Preferred Notes, as applicable.

(b) *Definitions*

In these Conditions, the following defined terms shall have the meanings set out below:

ALAC means additional loss-absorbing capacity (or such similar nomenclature used by S&P from time to time).

ALAC Eligible Instrument means an instrument that is an eligible instrument according to the ALAC criteria under the Rating Methodology to reflect a commensurate reduction in the default risk of the senior unsecured obligations (within the meaning of the Rating Methodology) of the Issuer, in accordance with the Rating Methodology.

An **Alignment Event** is deemed to have occurred if, following the adoption, modification or implementation of the applicable MREL Regulations, at any time after the Issue Date, the Issuer would be able to issue an MREL Eligible Instrument that contains one or more provisions that are, in the reasonable opinion of the Issuer, different in any material respect from the provisions of the relevant Senior Non Preferred Notes.

MREL Eligibility Event means at any time, on or following the Issue Date, there is a change in the regulatory treatment of the relevant Senior Non Preferred Notes as a result of (i) a change of laws, (ii) new laws or regulations coming into effect, or (iii) a change in the interpretation or administrative practice by the applicable regulator, that results in, or will result in, all or part of the outstanding principal amount of the relevant Senior Non Preferred Notes not qualifying in full as eligible for the purposes of the minimum requirement of eligible liabilities referred to in the BRRD and relevant implementing legislation in Luxembourg (if applicable) of the Issuer.

Qualifying Notes means, at any time, any securities issued directly by the Issuer that:

- (i) contain terms which at such time result in such securities being eligible to count towards the fulfilment of the MREL requirement of the Issuer and the ALAC of the Issuer, in each case, to at least the same extent as the relevant Senior Non Preferred Notes prior to the relevant substitution or variation;

- (ii) carry the same rate of interest as the relevant Senior Non Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 10;
- (iii) have the same denomination and aggregate outstanding principal amount as the relevant Senior Non Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 10;
- (iv) have the same date of maturity and the same dates for payment of interest as the relevant Senior Non Preferred Notes prior to the relevant substitution or variation pursuant to this Condition 10;
- (v) have at least the same ranking as the relevant Senior Non Preferred Notes;
- (vi) are not, immediately following such substitution or variation, subject to an MREL Eligibility Event, a Rating Methodology Event, an Alignment Event and/or a Tax Event;
- (vii) have terms not otherwise materially less favourable to the Noteholders than the terms of the relevant Senior Non Preferred Notes, as reasonably determined by the Issuer; and
- (viii) are listed or admitted to trading on a recognised stock exchange (including, without limitation, a regulated market), as selected by the Issuer, if (A) the relevant Senior Non Preferred Notes were listed or admitted to trading on a regulated market immediately prior to the relevant substitution or variation pursuant to this Condition 10 or (B) the relevant Senior Non Preferred Notes were listed or admitted to trading on a recognised stock exchange other than a regulated market immediately prior to the relevant substitution or variation pursuant to this Condition 10;

Rating Methodology means, at any time, any relevant methodology of S&P (or the interpretation of such methodology) to determine if the relevant Senior Non Preferred Notes are eligible for the purposes of the ALAC criteria assigned by S&P.

Rating Methodology Event means, at any time, on or after the Issue Date, there is a change in, clarification to or amendment of any relevant methodology of S&P (or in the interpretation of such methodology) as a result of which the additional loss-absorbing capacity (or such nomenclature used by S&P from time to time) assigned to the relevant Senior Non Preferred Notes by S&P is, in the reasonable opinion of the Issuer, reduced in full.

S&P means S&P Global Ratings Europe Limited, France Branch.

A **Tax Event** is deemed to have occurred if, as a result of a Change in Law:

- (i) in making any payments on the relevant Senior Non Preferred Notes, the Issuer has paid or will or would on the next payment date be required to pay additional amounts; or
- (ii) the Issuer is no longer entitled to claim a deduction in respect of any payments in respect of the relevant Senior Non Preferred Notes in computing its taxation liabilities or the amount of such deduction is materially reduced.

11. Replacement of Notes, Receipts, Coupons and Talons

Should any Note, Receipt, Coupon or Talon be lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable law, at the specified office of the Paying Agent in Luxembourg upon payment by the claimant of such costs and expenses as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require.

Mutilated or defaced Notes, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

12. Agent and Paying Agents

The names of the initial Agent, the initial Issuing Agent and the other initial Paying Agents and their initial specified offices are set out below. If any additional Paying Agents are appointed in connection with any Series, the names of such Paying Agents will be specified in Part B of the applicable Final Terms.

The Issuer is entitled to vary or terminate the appointment of any Paying Agent or the Issuing Agent and/or appoint additional or other Paying Agents or Issuing Agents, as the case may be, and/or approve any change in the specified office through which any Paying Agent acts, provided that:

- (a) so long as the Notes are listed on any stock exchange, there will at all times be a Paying Agent with a specified office in such place as may be required by the rules and regulations of the relevant stock exchange;
- (b) there will at all times be a Paying Agent with a specified office in a city in continental Europe, other than the jurisdiction in which the Issuer is incorporated; and
- (c) there will at all times be an Agent and an Issuing Agent.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in the final paragraph of Condition 5.4. Notice of any variation, termination, appointment or change given to the Noteholders promptly in accordance with Condition 14.

13. Exchange of Talons

On and after the Interest Payment Date, on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent, the Issuing Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 8. Each Talon shall, for the purposes of these Terms and Conditions, be deemed to mature on the Interest Payment Date on which the final Coupon comprised in the relative Coupon sheet matures.

14. Notices

All notices regarding the Notes shall be published (i) in a leading English language daily newspaper of general circulation in London and (ii) for so long as the Notes are admitted to trading on, and listed on the Official List of the Luxembourg Stock Exchange, a daily newspaper of general circulation in Luxembourg and/or on Luxembourg Stock Exchange's website at www.bourse.lu. It is expected that such publication will be made in the *Financial Times* in London and the *Luxemburger Wort* in Luxembourg. If the Notes are governed by Luxembourg law (as specified in the applicable Final Terms), notices shall also be published in the *Recueil électronique des sociétés et associations* (the *RESA*), to the extent required by Luxembourg law. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any other stock exchange on which the Notes are for the time being listed. Any such notice will be deemed to have been given on the date of the first publication or, where required to be published in more than one newspaper on the date of the first publication in each such newspaper or, where published in such newspapers on different dates, on the last date of such first publication.

Until such time as any definitive Notes are issued, there may, so long as any global Notes representing the Notes are held in their entirety on behalf of Euroclear and/or Clearstream, Luxembourg, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg for communication by them to the holders of the Notes and, in addition, for so long as any Notes are listed on a stock exchange and the rules of that stock exchange so require, such notice will be published in a daily newspaper of general circulation in the place or places required by the rules of that stock exchange. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg.

Notices to be given by any holder of the Notes shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent. Whilst any of the Notes is represented by a global Note, such notice may be given by any holder of a Note to the Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg, as the case may be, may approve for this purpose.

15. Meetings of Noteholders, Modification and Waiver

15.1 *Notes governed by English law*

If the Notes are governed by English law (as specified in the applicable Final Terms), the Agency Agreement contains provisions for convening meetings of Noteholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution of a modification of the Notes, the Receipts, the Coupons or any of the provisions of the Agency Agreement. Such a meeting may be convened by the Issuer or Noteholders holding not less than five per cent. in nominal amount of the Notes for the time being outstanding. The quorum at any such meeting for passing an Extraordinary Resolution will be one or more persons holding or representing a clear majority of the nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes so held or represented, except that at any meeting the business of which includes the modification of certain provisions of the Notes, Receipts or Coupons (including modifying the date of maturity of the Notes or any date for payment of interest thereof, reducing or cancelling the amount of principal or the rate of interest payable in respect of the Notes or altering the currency of payment of the Notes, Receipts or Coupons), the quorum will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, of the nominal amount of the Notes for the time being outstanding. The Agency Agreement provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Agency Agreement by a majority consisting of not less than three-quarters of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-quarters in nominal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Fiscal Agent) by or on behalf of the holders of not less than three-quarters in nominal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders.

An Extraordinary Resolution by Noteholders will be binding on all Noteholders, whether or not they are present at any meeting and whether or not they voted on the resolution, and on all Receiptholders and Couponholders.

The provisions of articles 470-3 to 470-19 of the Companies Act 1915 shall not apply to Notes, Receipts or Coupons governed by English law.

15.2 *Notes governed by Luxembourg law*

If the Notes are governed by Luxembourg law (as specified in the applicable Final Terms), Noteholders will belong to a masse (the **Masse**) created, among other things, for the representation of their common interests pursuant to the provisions of articles 470-3 to 470-19 of the Companies Act 1915. The following is a summary of the relevant provisions of the Companies Act 1915. The Issuer when the Notes are issued, a general meeting of the Noteholders (the **Masse Meeting**) after the issuance of the Notes or a court order if necessary may appoint and determine the powers of one or more representatives (the **Representatives**). Where Representatives have been appointed, Noteholders may no longer individually exercise their rights against the Issuer. A *Masse Meeting* may be called at any time by the Representatives (if any), the Board of Directors of the Issuer or the auditors of the Issuer. The Representatives, provided an advance on expenses has been paid to them by the Issuer, or the Board of Directors or the auditors of the Issuer must convene the *Masse Meeting* if called upon to do so by holders of Notes representing five per cent. or more of the Notes outstanding. Meetings of Noteholders will be convened by notices published at least fifteen days prior to the meeting in the *RESA* and in one Luxembourg newspaper. All *Masse Meetings* shall be held at the place specified in the notice calling the meeting. All Noteholders have the right to attend and vote at the *Masse Meeting* either personally or by proxy. The voting rights attached to the Notes are equal to the proportion of the principal amount of the Notes represented by the principal amount of the Note or Notes held by the relevant holder. Each Note gives the right to at least one vote. A *Masse Meeting* may be called to approve certain changes in the rights of the Noteholders and may, generally, determine any measures designed to ensure the defence of interests or the exercise of the rights of the Noteholders in accordance with the provisions of the Companies Act 1915. A *Masse Meeting* must be called when it is proposed that the corporate object or the legal form of the Issuer is amended. A *Masse Meeting* may deliberate validly without a quorum and by vote of a simple majority of Noteholders attending or represented at such *Masse Meeting* on the appointment and revocation of the Representatives, the revocation of special representatives appointed by the Issuer and the approval of any measures of a conservatory nature in the general interests of the Noteholders. On all other matters (except in respect of certain matters, where unanimous consent is required) the *Masse Meeting* may deliberate validly on first convocation only if Noteholders present or represented hold at least 50% of the Notes then outstanding. The Board of Directors of the Issuer or Noteholders representing 10% of the Notes then outstanding may require the adjournment of the meeting for four weeks. A new meeting must be called for by convening notices to be published at least fifteen days prior to the second meeting in one Luxembourg newspapers and in the *RESA*. On second convocation no quorum is required (except in respect of certain matters, where unanimous consent is required). Decisions at such meetings shall be taken by a majority of $66\frac{2}{3}\%$ of the votes cast by Noteholders attending such meetings or represented thereat.

15.3 *Minor Modifications and Corrections*

The Agent and the Issuer may agree, without the consent of the Noteholders, Receiptholders or Couponholders, to:

- (a) any modification (except as mentioned above) of the Agency Agreement which is not prejudicial to the interests of the Noteholders; or
- (b) any modification as a result of the operation of Condition 4.2(i); or
- (c) any modification of the Notes, Receipts or Coupons or the Agency Agreement which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of law. Any such modification, waiver or authorisation shall be binding on the Noteholders, Receiptholders and Couponholders and shall be notified to the Noteholders as soon as practicable thereafter.

16. Further Issues

The Issuer shall be at liberty from time to time without the consent of the Noteholders, Receiptholders or Couponholders to create and issue further notes having terms and conditions the same as the Notes or the same in all respects save for the amount and date of the first payment of interest thereon and the date from which interest starts to accrue and so that the same shall be consolidated and form a single Series with the outstanding Notes.

17. Substitution of Debtor

Subject to the provisions of this Condition, the Noteholders, the Receiptholders and the Couponholders, by subscribing to or purchasing any of the Notes, Receipts or Coupons, expressly consent to the Issuer, or any previously substituted company, at any time, but where applicable with the prior authorisation of the Regulator, substituting for itself as principal debtor under the Notes, the Receipts or the Coupons any company in which the Issuer holds whether directly or indirectly in excess of a majority of the voting rights (the **Substituted Debtor**), whether or not incorporated in Luxembourg, provided that no payment in respect of the Notes, the Receipts or the Coupons is at the relevant time overdue, no steps have been taken to admit the Issuer to a regime of reprieve from payment (*sursis de paiement*) and no judgment has been rendered or effective voluntary resolution has been passed for the Liquidation of the Issuer. Such substitution effected in accordance with this Condition will release the Issuer or any previously substituted company and the Noteholders, the Receiptholders and Couponholders expressly consent hereto on the terms of 17.1 below (in the case of English law governed Notes) and 17.2 below (in the case of Luxembourg law governed Notes):

17.1 Notes governed by English law

- (a) a deed poll and such other documents (if any) shall be executed by the Substituted Debtor and the Issuer as may be necessary to give full effect to the substitution (the **Documents**) and (without limiting the generality of the foregoing) pursuant to which the Substituted Debtor shall undertake in favour of each Noteholder to be bound by these Conditions and the provisions of the Agency Agreement and the Deed of Covenant as fully as if the Substituted Debtor had been named in the Notes, the Agency Agreement and the Deed of Covenant as the principal debtor in respect of the Notes in place of the Issuer (or of any previous substitute under this Condition) and pursuant to which the Issuer shall unconditionally and irrevocably guarantee in favour of each Noteholder the payment of all sums payable by the Substituted Debtor as such principal debtor in respect of the Notes;
- (b) without prejudice to the generality of paragraph (a) above, if the Substituted Debtor is incorporated, domiciled or resident for taxation purposes in a territory (the **New Residence**) other than that in which the Issuer prior to such substitution was incorporated, domiciled or resident for taxation purposes (the **Former Residence**), the Documents shall contain a covenant and/or such other provisions as may be necessary to ensure that each Noteholder has the benefit of a covenant in terms corresponding to the provisions of Condition 7 above, with, where applicable, the substitution of references to the Former Residence with references to the New Residence;
- (c) the Documents shall contain a warranty and representation (i) that the Substituted Debtor and the Issuer have obtained all necessary governmental and regulatory approvals and consents for such substitution and for the issue by the Issuer of a guarantee in respect of the obligations of the Substituted Debtor (the **Guarantee**), that the Substituted Debtor has obtained all necessary governmental and regulatory approvals and consents for the performance by the Substituted Debtor of its obligations under the Documents and that all such approvals and consents are in full force and effect and (ii) that the obligations assumed by the Substituted Debtor in respect of the Notes and the Agency Agreement and the obligations assumed by the Issuer under the Guarantee are, in each case, valid and binding in accordance with their respective terms and enforceable by each Noteholder;

- (d) each stock exchange on which the Notes are listed shall have confirmed that, following the proposed substitution of the Substituted Debtor, such Notes will continue to be listed on such stock exchange;
- (e) the Substituted Debtor shall have appointed a process agent as its agent in England to receive service of process on its behalf in relation to any legal action or proceedings arising out of or in connection with the Notes, Receipts or Coupons; and
- (f) legal opinions shall have been delivered to the Agent (from whom copies will be available) (in each case dated not more than three days prior to the intended date of substitution) from legal advisers of good standing selected by the Issuer in each jurisdiction in which the Issuer and the Substituted Debtor are incorporated and in England confirming, as appropriate, that upon the substitution taking place (A) the requirements of this Condition, save as to the giving of notice to the Noteholders, have been met and (B) the Guarantee is a legal, valid and binding obligation of the Issuer enforceable in accordance with its terms and (C) the Notes, Receipts and Coupons are legal, valid and binding obligations of the Substituted Debtor enforceable in accordance with their terms.
- (g) Upon the execution of the Documents as referred to in paragraphs (a) to (f) above, the Substituted Debtor shall be deemed to be named in the Notes, the Agency Agreement and the Deed of Covenant as the principal debtor in place of the Issuer and the Notes shall thereupon be deemed to be amended to give effect to the substitution of a Substituted Debtor as principal debtor, operate to release the Issuer or the previous substitute as aforesaid from all of its obligations as principal debtor in respect of the Notes, the Agency Agreement and the Deed of Covenant.
- (h) The Documents shall be deposited with and held by the Agent for so long as any Notes remain outstanding and for so long as any claim made against the Substituted Debtor or the Issuer by any Noteholder in relation to the Notes or the Documents shall not have been finally adjudicated, settled or discharged. The Substituted Debtor and the Issuer shall acknowledge in the Documents the right of every Noteholder to the production of the Documents for the enforcement of any of the Notes or the Documents.
- (i) Not later than 20 days after the execution of the Documents the Substituted Debtor shall give notice thereof to the Noteholders in accordance with Condition 14.
- (j) At any time after a substitution pursuant to paragraphs (a) to (f) above, the Substituted Debtor may, without the consent of the Noteholders, effect a further substitution provided that all the provisions specified in paragraphs (a) to (i) above shall apply, *mutatis mutandis*, and, without limitation, references in the Conditions to the Issuer shall, where the context so requires, be deemed to be or include references to any such further Substituted Debtor.
- (k) At any time after a substitution pursuant to paragraphs (a) to (f) or (j) above, any Substituted Debtor may, without the consent of the Noteholders, reverse the substitution, *mutatis mutandis*.

17.2 *Notes governed by Luxembourg law*

The substitution will be made by a written undertaking (the **Undertaking**) and may take place only if:

- (a) the Substituted Debtor, by means of the Undertaking, agrees to indemnify each Noteholder, Receiptholder and Couponholder against any tax, duty, assessment, withholding, deduction or governmental charge which is imposed on it by (or by any taxing authority in or of) the jurisdiction of the country of the Substituted Debtor's residence for tax purposes and, if different, of its incorporation with respect to any Note, Receipt, Coupon or Talon (if any) and which would not have been so imposed had the substitution not been made, as well as against any tax, duty assessment or governmental charge, and any cost or expense, relating to the substitution;

- (b) unless the Substituted Debtor is the successor company of the Issuer or one or more companies to whom the Issuer has transferred all of its assets and business undertakings each of whom are to be jointly and severally liable as principal debtor, the obligations of the Substituted Debtor under the Undertaking, the Notes, the Receipts and the Coupons are unconditionally and irrevocably guaranteed by the Issuer (the **Guarantor**) by means of a guarantee contained in the Undertaking (the **Guarantee**);
- (c) all action, conditions and things required to be taken, fulfilled and done (including the obtaining of any necessary consents) to ensure that the Undertaking, the Notes, the Receipts, the Coupons and the Talons (if any) represent valid, legally binding and enforceable obligations of the Substituted Debtor and, in the case of the Guarantee of the Guarantor have been taken, fulfilled and done and are in full force and effect;
- (d) the Substituted Debtor has become party to the Agency Agreement, with any appropriate consequential amendments, as if it had been an original party to it;
- (e) legal opinions addressed to the Noteholders have been delivered to them (care of the Agent) from a lawyer or firm of lawyers with a leading securities practice in each jurisdiction referred to in (a) above as to the fulfilment of the preceding conditions of this Condition 17 and the other matters specified in the Undertaking;
- (f) the substitution does not affect adversely the rating of the Notes by Moody's Investors Service Limited and Standard & Poor's Ratings Services, a Division of the McGraw Hill Companies, Inc. or, if any such rating agency does not exist at the relevant time, any two existing internationally recognised rating agencies; and
- (g) the Issuer has given at least 14 days' prior notice to such substitution to the Noteholders, stating that copies of all documents (in draft or final form) in relation to the substitution which are referred to above, or which might otherwise reasonably be regarded as material to Noteholders, will be available for inspection at the specified office of each of the Paying Agents.
- (h) References in Condition 9 to obligations under the Notes shall be deemed to include obligations under the Undertaking and, where the Undertaking contains a Guarantee, the events listed in Conditions 9.1 and 9.2 shall be deemed to include such Guarantee not being (or being claimed by the Guarantor not to be) in full force and effect. In addition, the Guarantee shall contain:
 - (i) in the case of Senior Notes, events of default in respect of the Notes in the same terms as Condition 9.1 relating to the Guarantor (except that references in Condition 9.1 to failure to pay principal and interest on the Notes shall be a reference to failure to pay under the Guarantee); and
 - (ii) in the case of Subordinated Notes, the Guarantee shall contain rights of enforcement in the form of Condition 9.1.

18. Contracts (Rights of Third Parties) Act 1999 (*Notes governed by English law only*)

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Notes, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

19. Governing Law and Submission to Jurisdiction

19.1 *Governing law*

If the Notes are specified as being governed by English law in the applicable Final Terms, the Notes, the Receipts and the Coupons and any non-contractual obligations arising out of or in connection with the Notes, the Receipts or the Coupons are governed by, and shall be construed in accordance with, English law (with the exception, in respect of Subordinated Notes, of Condition 2.2 which will be governed by Luxembourg law).

If the Notes (including Subordinated Notes) are specified as being governed by Luxembourg law in the applicable Final Terms, the Notes, the Receipts and the Coupons are governed by, and shall be construed in accordance with, Luxembourg law.

19.2 *Submission to jurisdiction*

- (a) If the Notes are specified as being governed by English law in the applicable Final Terms, subject to Condition 19.2(c) below, the English courts have exclusive jurisdiction to settle any dispute arising out of or in *connection* with the Agency Agreement, the Notes, the Receipts and/or the Coupons, including any dispute as to their existence, validity, interpretation, performance, breach or termination or the consequences of their nullity and any dispute relating to any non-contractual obligations arising out of or in connection with the Agency Agreement, Notes, the Receipts and/or the Coupons (a **Dispute**) and accordingly each of the Issuer and the Agents, any Noteholders, Receiptholders or Couponholders in relation to any Dispute submits to the exclusive jurisdiction of the English courts.
- (b) For the purposes of this Condition 19.2, and where the Notes are specified as being governed by English law in the applicable Final Terms, the Issuer waives any objection to the English courts on the grounds that they are an inconvenient or inappropriate forum to settle any Dispute.
- (c) To the extent allowed by law, the Agents, the Noteholders, the Receiptholders and the Couponholders may, in respect of any Dispute or Disputes, take (i) proceedings in any other court with jurisdiction; and (ii) concurrent proceedings in any number of jurisdictions.
- (d) If the Notes are specified as being governed by Luxembourg law in the applicable Final Terms, the Issuer agrees for the exclusive benefit of the Noteholders, the Receiptholders and the Couponholders that the courts of Luxembourg, the Grand Duchy of Luxembourg, are to have jurisdiction to settle any disputes that may arise out of or in connection with the Notes and the relative Receipts, Coupons and/or Talons and that accordingly any Proceedings arising out of or in connection with such Notes, Receipts, Coupons and Talons may be brought in such courts.

19.3 *Service of process*

Process in respect of any suit, action or proceedings relating to any Dispute shall be validly served on the Issuer by service on it at its registered office for the time being in Luxembourg or in any other manner from time to time permitted by law. Nothing herein shall affect the right to serve process in any other manner permitted by law.

19.4 *Waiver of immunity*

The Issuer irrevocably and unconditionally with respect to any Dispute (i) waives any right to claim sovereign or other immunity from jurisdiction, recognition or enforcement and any similar argument in any jurisdiction, (ii) submits to the jurisdiction of the English courts and the courts of any other jurisdiction in relation to the recognition of any judgment or order of the English courts or the courts of any competent jurisdiction in relation to any Dispute and (iii) consents to the giving of any relief (whether by way of injunction, attachment, specific performance or other relief) or the issue of any related process, in any jurisdiction, whether before or after final judgment, including, without limitation, the making, enforcement or execution against any property whatsoever (irrespective of its use or intended use) of any order or judgment made or given in connection with any Dispute.

20. **Bail-in**

(a) Acknowledgement

Notwithstanding any other term of the Notes or any other agreement, arrangement or understanding between the Issuer and the holders, by its subscription and/or purchase and holding of the Notes, each holder (which for the purposes of this Condition 20 includes each holder of a beneficial interest in the Notes) acknowledges, accepts, consents and agrees:

- (i) to be bound by the effect of the exercise of the Bail-in Power by the Relevant Resolution Authority, which may include and result in any of the following, or some combination thereof:
- the reduction of all, or a portion, of the Amounts Due on a permanent basis;
 - the conversion of all, or a portion, of the Amounts Due into shares, other securities or other obligations of the Issuer or another person (and the issue to the Holder of such shares, securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes, in which case the Holder agrees to accept in lieu of its rights under the Notes any such shares, other securities or other obligations of the Issuer or another person;
 - the cancellation of the Notes or Amounts Due; or
 - the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (ii) that the terms of the Notes are subject to, and may be varied, if necessary, to give effect to, the exercise of the Bail-in Power by the Relevant Resolution Authority.

(b) *Payment of Interest and Other Outstanding Amounts Due*

No repayment or payment of the Amounts Due will become due and payable or be paid after the exercise of the Bail-in Power by the Relevant Resolution Authority with respect to the Issuer unless, at the time such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by the Issuer under the laws and regulations in effect in Luxembourg and the European Union applicable to the Issuer or other members of the Group.

(c) *Event of Default*

Neither a reduction or cancellation, in part or in full, of the Amounts Due, the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the Bail-in Power by the Resolution Authority with respect to the Issuer, nor the exercise of the Bail-in Power by the Resolution Authority with respect to the Notes will constitute an Event of Default.

(d) *Notice to Noteholders*

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority with respect to the Notes, the Issuer will make available a written notice to the holders as soon as practicable regarding such exercise of the Bail-in Power. The Issuer will also deliver a copy of such notice to the Agents for information purposes.

(e) *Duties of the Agents*

Upon the exercise of any Bail-in Power by the Relevant Resolution Authority, (a) the Agents shall not be required to take any directions from holders, and (b) the Agency Agreement shall impose no duties upon any of the Agents whatsoever, in each case with respect to the exercise of any Bail-in Power by the Relevant Resolution Authority.

(f) *Proration*

If the Relevant Resolution Authority exercises the Bail-in Power with respect to less than the total Amounts Due, unless any of the Agents is otherwise instructed by the Issuer or the Relevant Resolution Authority, any cancellation, write-off or conversion made in respect of the Notes pursuant to the Bail-in Power will be made on a pro-rata basis.

(g) *Conditions Exhaustive*

The matters set forth in this Condition 20 shall be exhaustive on the foregoing matters to the exclusion of any other agreements, arrangements or understandings between the Issuer and any holder of a Note.

Amounts Due means the principal amount, together with any accrued but unpaid interest, and additional amounts, if any, due on the Notes. References to such amounts will include amounts that have become due and payable, but which have not been paid, prior to the exercise of the Bail-in Power by the Relevant Resolution Authority;

Relevant Resolution Authority means the Single Resolution Board (**SRB**) established pursuant to the SRM Regulation (as defined in Condition 2,4) and/or any other authority lawfully entitled to exercise or participate in the exercise of any Bail-in Power from time to time;

21. **Additional Provisions Applicable to Index Linked Redemption Notes**

This Condition 21 applies to Index Linked Redemption Notes only. Annex 2 sets out on pages 286 to 293 of this Prospectus contains provisions relating to the formula used to determine the payoff under Index Linked Redemption Notes and the applicable Final Terms contains provisions applicable to the determination of the performance of the relevant Index or Indices as well as other relevant provisions and must be read in conjunction with this Condition 21 and with Annex 2 for full information on any Index Linked Redemption Notes. In particular, the applicable Final Terms will identify the relevant Index or Indices, the relevant Screen Page, the Component Transactions, the applicable formula.

21.1 *Market Disruption*

Market Disruption Event means, in relation to Notes relating to a single Index or Basket of Indices, the occurrence or existence 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 (x) for the purposes of the occurrence of a Knock-in Event or a Knock-out Event begins or ends at the time when the level of such Index triggers respectively the Knock-in Level or the Knock-out Level or (y) in all other circumstances ends at the relevant Valuation Time, or (iii) an Early Closure.

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

The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day would have been an Averaging Date, an Observation Date, a Knock-in Determination Day, a Knock-out Determination Day or a Valuation Date.

21.2 *Adjustments to an Index*

(a) *Successor Index Sponsor Calculates and Reports an Index*

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

(b) *Modification and Cessation of Calculation of an Index*

If (i) on or prior to the last Valuation Date, last Observation Date, last Averaging Date, the last Knock-in Determination Day or the last Knock-out Determination Day, the relevant Index Sponsor makes or announces that it will make a material change in the formula for or the method of calculating a relevant Index or in any other way materially modifies that Index (other than a modification prescribed in that formula or method to maintain that Index in the event of changes in constituent stock and capitalisation, contracts, commodities or Component Transaction and other routine events) (an **Index Modification**), or permanently cancels a relevant Index and no Successor Index exists (an **Index Cancellation**), or (ii) on a Valuation Date, an Observation Date, an Averaging Date, a Knock-in Determination Day or Knock-out Determination Day, the Index Sponsor or (if applicable) any successor to the Index Sponsor (the **Successor Index Sponsor**) fails to calculate and announce a relevant Index (an **Index Disruption** and, together with an Index Modification and an Index Calculation, each an **Index Adjustment Event**), then,

- (i) the Calculation Agent shall determine if such Index Adjustment Event has a material effect on the Notes and, if so, shall calculate the relevant Settlement Price using, in lieu of a published level for that Index, the level for that Index as at the Valuation Time on that Valuation Date, Observation Date, Averaging Date, Knock-in Determination Day or Knock-out Determination Day, as the case may be, as determined by the Calculation Agent in accordance with the formula for and method of calculating that Index last in effect prior to the change, failure or cancellation, but using only those securities/contracts/commodities/Component Transactions that comprised that Index immediately prior to that Index Adjustment Event; or
- (ii) on giving notice to Noteholders in accordance with Condition 14, the Issuer shall redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of a Note taking into account the Index Adjustment Event, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 14.

(c) *Notice*

The Calculation Agent shall, as soon as practicable, notify the relevant Agent of any determination made by it pursuant to paragraph (b) above and the action proposed to be taken in relation thereto and such Agent shall make available for inspection by Noteholders copies of any such determinations.

21.3 *Correction of Index*

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment of a Redemption Amount, if the Index published on a given day and used or to be used by the Calculation Agent to determine any Redemption Amount is subsequently corrected and the correction published by the relevant Index Sponsor within 30 days of the original publication, the level to be used shall be the level of the Index as so corrected. Corrections published after the day which is three Exchange Business Days prior to the relevant redemption date will be disregarded by the Calculation Agent for the purposes of determining any redemption amount.

21.4 *Additional Disruption Events*

- (a) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (i) or (ii) below:
- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to the multiplier and/or any of the other terms of these Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) redeem the Notes by giving notice to the Noteholders in accordance with Condition 14. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note taking into account the Additional Disruption Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 14.
- (b) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the holders in accordance with Condition 14 stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

21.5 *Knock-in Event and Knock-out Event*

If Knock-in Event is specified as applicable in the Final Terms, then payment under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

If Knock-out Event is specified as applicable in the Final Terms, then payment under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the one hour period that begins and/or ends at the time on which the level of the Index triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

For the purposes of this Condition 21:

Knock-in Event means:

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms,
 - (i) in respect of a single Index, that the level of the Index determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is; and
 - (ii) in respect of a Basket of Indices, that the amount determined by the Calculation Agent equal to the sum of the values of each Index as the product in respect of each Index of (x) the level of such Index as of the Knock-in Valuation Time on any Knock-in Determination Day and (y) the relevant Weighting is,

in each case (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Knock-in Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of any knock-in Determination Period, as specified in the applicable Final Terms.

Knock-in Level means:

- (a) if SPS Final Payout is specified as applicable in the applicable Final Terms, the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustments as provided in Condition 21; or
- (b) if SPS Final Payout is specified as not applicable in the applicable Final Terms, (A) in the case of a single Index, the level of the Index specified and (B) in case of a Basket of Indices, the level per Basket specified and for both (A) and (B) as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions of **Market Disruption** set out in Condition 21.1 above.

Knock-in Determination Day means, in the case of a single Index and in the case of a Basket of Indices, as specified in the applicable Final Terms, or each Scheduled Trading Day during the Knock-in Determination Period subject to, in either case, the provisions of **Market Disruption** set out in Condition 21.1 above. For the purposes of a Market Disruption, any Knock-in Determination Day will be treated as a Valuation Date and the provisions contained in the definition of **Valuation Date** set out below shall apply. If any such day is a Disrupted Day, then the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Knock-in Determination Day".

Knock-in Determination Period means, in respect of a single Index or a Basket of Indices the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

Knock-in Period Beginning Date means, in respect of a single Index or a Basket of Indices the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-in Period Ending Date means, in respect of a single Index or a Basket of Indices, the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-in Valuation Time means, in respect of a single Index or a Basket of Indices, the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

Knock-in Value means the value from the Payout Conditions 1.6, 1.7 or 1.8 specified as such in the applicable Final Terms.

Knock-out Event means (unless otherwise specified in the applicable Final Terms) (A) in the case of a single Index, that the level of the Index determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is and (B) in the case of a Basket of Indices, that the amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Index as the product in respect of each Index of (i) the level of such Index as of the Knock-out Valuation Time on any Knock-out Determination Day and (ii) the relevant weighting is, and for both (A) and (B) as specified in the applicable Final Terms, (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Knock-out Level.

Knock-out Level means, in the case of a single Index, the level of the Index specified and in the case of a Basket of Indices, the level per Basket specified as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions of **Market Disruption** set out in Condition 21.1 above.

Knock-out Determination Day means, in respect of a single Index and in relation to a Basket of Indices, as specified in the applicable Final Terms, or each Scheduled Trading Day during the Knock-out Determination Period subject to, in either case, the provisions of "Market Disruption" set out in Condition 21.1 above. For the purposes of a Market Disruption, any Knock-out Determination Day will be treated as a Valuation Date and the provisions contained in the definition of **Valuation Date** set out below shall apply. If any such day is a Disrupted Day, then the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of **Averaging Date** shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Knock-out Determination Day".

Knock-out Determination Period means, in respect of a single Index or a Basket of Indices, the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

Knock-out Period Beginning Date means, in respect of a single Index or a Basket of Indices, the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-out Period Ending Date means, in respect of a single Index or a Basket of Indices, the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-out Valuation Time means, in respect of a single Index or a Basket of Indices, the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

21.6 *Automatic Early Redemption Event*

If Automatic Early Redemption Event is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Early Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount equal to the relevant Automatic Early Redemption Amount.

For the purposes of these Conditions:

Automatic Early Redemption Amount means (a) an amount in the Specified Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or (b) if such amount is not specified, (A) the product of (i) the denomination of each Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date or (B) the SPS Automatic Early Redemption Amount Payout specified as applicable in the applicable Final Terms.

Automatic Early Redemption Date means each date specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

Automatic Early Redemption Event means:

- (a) if SPS Final Payout is specified as applicable in the applicable Final Terms, the SPS AER Value, as specified in the applicable Final Terms, is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms on an Automatic Early Redemption Valuation Date; or
- (b) if SPS Final Payout is specified as not applicable in the applicable Final Terms, (A) in the case of a single Index, that the level of the Index determined by the Calculation Agent as of the Valuation Time on any Automatic Early Redemption Valuation Date is, and (B) in the case of a Basket of Indices, the amount for the Basket determined by the Calculation Agent equal to the sum of the values of each Index as the product of (i) the level of such Index as determined by the Calculation Agent as of the Valuation Time on any Automatic Early Redemption Valuation Date and (ii) the relevant weighting is, and for both (A) and (B) as specified in the Final Terms (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Level.

Automatic Early Redemption Level means:

- (a) if SPS Final Payout is specified as applicable in the applicable Final Terms, the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustments as provided in Condition 21; or
- (b) if SPS Final Payout is specified as not applicable in the applicable Final Terms, the level of the Index specified as such or otherwise determined in the applicable Final Terms, subject to adjustments as provided in Condition 21.

Automatic Early Redemption Rate means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

Automatic Early Redemption Valuation Date means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions relating to "Omission", "Postponement" or "Modified

Postponement", as the case may be, contained in the definition of **Averaging Date** shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Automatic Early Redemption Valuation Date".

SPS AER Value means the value from the Payout Conditions 1.6, 1.7 or 1.8 specified as such in the applicable Final Terms

21.7 *Additional Definitions*

For the purposes of this Condition 21:

Additional Disruption Event means any of Change of Law, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow and/or Loss of Stock Borrow, in each case if specified in the applicable Final Terms.

Affiliate means in relation to any entity (the **First Entity**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes **control** means ownership of a majority of the voting power of an entity.

Average Highest means the unweighted arithmetic mean of the highest Quotations obtained by the Calculation Agent with respect to each Valuation Date.

Averaging Date means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) If **Omission** is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant Settlement Price provided that, if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of **Valuation Date** will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if **Postponement** is specified as applying in the applicable Final Terms, then the provisions of the definition of **Valuation Date** will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if **Modified Postponement** is specified as applying in the applicable Final Terms then:
 - (i) where the Notes are Index Linked Redemption Notes relating to a single Index, the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for consecutive Scheduled Trading Days equal in number to the Specified Maximum Days of Disruption (up to the Valuation Time on the last such consecutive Scheduled Trading Day) immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant

level, price or amount for that Averaging Date in accordance with subparagraph (b) of the definition of **Valuation Date** below;

- (ii) where the Notes are Index Linked Redemption Notes relating to a Basket of Indices, the Averaging Date for the Index not affected by the occurrence of a Disrupted Day shall be the originally designated Averaging Date (the **Scheduled Averaging Date**) and the Averaging Date for an Index affected by the occurrence of a Disrupted Day shall be the first succeeding Valid Date (as defined below) in relation to such Index. If the first succeeding Valid Date in relation to such Index has not occurred for consecutive Scheduled Trading Days equal in number to the Specified Maximum Days of Disruption (up to the Valuation Time on the last such consecutive Scheduled Trading Day) immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed the Averaging Date (irrespective of whether that last such consecutive Scheduled Trading Day is already an Averaging Date) in respect of such Index, and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with subparagraph (b) of the definition of **Valuation Date** below; and
- (iii) for the purposes of these Conditions **Valid Date** means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

Change of Law means that, on or after the Trade Date (as specified in the applicable Final Terms) (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (B) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole and absolute discretion that (x) it has become illegal to hold, acquire or dispose of relevant security/commodity/contract/Component Transaction comprised in an Index or (y) it will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

Component Transaction means each and any combination of any security and/or derivative (including interest rates) contracts composing the Index as determined from time to time by the Relevant Dealers and as defined in the applicable Final Terms.

Disrupted Day means any Scheduled Trading Day on which the Exchange or the Related Exchange fails to open for trading during their regular trading session or a Market Disruption Event has occurred.

Early Closure means the closure on any Exchange Business Day with respect to such Index of any relevant Exchange(s) relating to securities, commodities, contracts or Component Transactions that comprise 20% or more of the level of such Index or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (i) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (ii) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

Exchange means in respect of Index Linked Redemption Notes and in relation to an Index each exchange or quotation system or over the counter exchange specified as such for such Index in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the securities/commodities/contracts comprising

such Index has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the securities/commodities/contracts/Component Transactions comprising such Index on such temporary substitute exchange or quotation system as on the original Exchange).

Exchange Business Day means either (a) in the case of a single Index, Exchange Business Day (Single Index Basis) or (b) in the case of a Basket of Indices, (i) Exchange Business Day (All Indices Basis) or (ii) Exchange Business Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Exchange Business Day (All Indices Basis) shall apply.

Exchange Business Day (All Indices Basis) means any Scheduled Trading Day on which (a) in respect of any Indices other than Composite Indices, each Exchange and each Related Exchange, if any, are open for trading during their respective regular trading session(s) in respect of such Indices, notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time and (b) in respect of any Composite Indices, (i) the Index Sponsor publishes the level of such Composite Indices and (ii) each Exchange and each Related Exchange, if any, is open for trading during its regular trading session in respect of such Composite Indices, notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time.

Exchange Business Day (Per Index Basis) means, in respect of an Index, any Scheduled Trading Day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are open for trading during their regular trading session(s), notwithstanding any such Exchange or Related Exchange closing prior to its Scheduled Closing Time and (b) in respect of a Composite Index, (i) the relevant Index Sponsor publishes the level of such Composite Index and (ii) each Exchange and each Related Exchange, if any, is open for trading during its regular trading session in respect of such Composite Index, notwithstanding such Exchange(s) or Related Exchange(s) closing prior to its Scheduled Closing Time.

Exchange Business Day (Single Index Basis) means any Scheduled Trading Day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to its Scheduled Closing Time and (b) in respect of a Composite Index (i) the relevant Index Sponsor publishes the level of such Composite Index and (ii) each Exchange and each Related Exchange, if any, is open for trading during its regular trading session in respect of such Composite Index, notwithstanding such Exchange(s) or Related Exchange(s) closing prior to its Scheduled Closing Time.

Exchange Disruption means any event (other than an Early Closure) that disrupts or impairs (as determined by the Calculation Agent) the ability of market participants and Relevant Dealers in general (A) to effect transactions in, or obtain market values for on any relevant Exchange(s) in securities/commodities/contracts/Component Transactions that comprise 20% or more of the level of the relevant Index, or (B) to effect transactions in, or obtain market values for, futures, options or any derivative contracts relating to the relevant Index on any relevant Related Exchange.

Full Quotation means, in accordance with the Quotation Method, any firm quotations obtained from Relevant Dealers at the Valuation Time, to the extent reasonably practicable, for an amount of less than the Quotation Amount; that in aggregate are approximately equal to the Quotation Amount.

Hedging Disruption means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity, credit, interest rates, foreign currency exchange, or other price risk of the Issuer issuing and performing its

obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

Hedging Components means the number of securities/commodities/contracts comprised in an Index that the Issuer deems necessary to hedge the equity, credit, interest rates, foreign currency exchange or other price risk of entering into and performing its obligations with respect to the Notes.

Highest means the highest Quotation obtained by the Calculation Agent with respect to the Valuation Date.

Increased Cost of Hedging means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (A) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risks (including, without limitation, equity and credit price risk, foreign exchange risk, interest rate risk, and any other price risks) of the Issuer issuing and performing its obligations with respect to the Notes, or (B) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

Increased Cost of Stock Borrow means that the Issuer and/or any of its Affiliates would incur a rate to borrow any security/commodity/contract/Component Transaction comprised in an Index that is greater than the Initial Stock Loan Rate.

Index Currency means the currency specified in the applicable Final Terms.

Index Sponsor means, in relation to an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to such Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day, which as of the Issue Date of the Notes is the index sponsor specified for such Index in the applicable Final Terms.

Indices and **Index** mean, subject to adjustment in accordance with Condition 21.2, the indices or index specified in the applicable Final Terms and related expressions shall be construed accordingly.

Initial Stock Loan Rate means, in respect of a security/commodity/contract/Component Transaction comprised in an Index, the initial stock loan rate specified in relation to such security, commodity, contract or Component Transaction in the applicable Final Terms.

Interest Valuation Date means the date specified in the applicable Final Terms;

Loss of Stock Borrow means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any securities/commodities/contracts/Component Transactions comprised in an Index in an amount equal to the Hedging Components at a rate equal to or less than the Maximum Stock Loan Rate.

Market Value means, with respect to the Index level being valued on a Valuation Date, (a) if more than three Full Quotations are obtained, the arithmetic mean of such Full Quotations, disregarding the Full Quotations having the highest and lowest values (and, if more than one such Full Quotations have the same highest value or lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (b) if exactly three Full Quotations are obtained, the Full Quotation remaining after disregarding the highest and lowest Full Quotations (and, if more than one such Full Quotations have the same highest and lowest value, then one of such highest or lowest Full Quotations shall be disregarded); (c) if exactly two Full Quotations are obtained, the arithmetic mean of such Full

Quotations; (d) if fewer than two Full Quotations are obtained and a Weighted Average Quotation is obtained, such Weighted Average Quotation; (e) if fewer than two Full Quotations are obtained and no Weighted Average Quotation is obtained, an amount as determined by the Calculation Agent on any of the next ten Business Days thereafter on which two or more Full Quotations or a Weighted Average Quotation is obtained; and (f) if two or more Full Quotations or a Weighted Average Quotation are not obtained within this additional ten Business Days' period, any one Full Quotation on such tenth Business Day, or if no Full Quotation is obtained, the Market Value shall be the weighted average of any firm quotations obtained from Relevant Dealers on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which firm quotations were not obtained on such day.

Maximum Stock Loan Rate means, in respect of a security/commodity/contract comprised in an Index, the Maximum Stock Loan Rate specified in the applicable Final Terms.

Observation Date means each date specified as an Observation Date in the applicable Final Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of **Averaging Date** shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date".

Observation Period means the period specified as the Observation Period in the applicable Final Terms.

Quotation means each Full Quotation, the Weighted Average Quotation obtained and expressed as a percentage with respect to a Valuation Date as follows: the Calculation Agent shall attempt to obtain Full Quotations with respect to each Valuation Date from five or more Relevant Dealers. If the Calculation Agent is unable to obtain two or more such Full Quotations on the same Business Day within three Business Days of a Valuation Date, then on the next following Business Day (and, if necessary, on each Business Day thereafter until the tenth Business Day following the relevant Valuation Date) the Calculation Agent shall attempt to obtain Full Quotations from five or more Relevant Dealers, and, if two or more Full Quotations are not available, a Weighted Average Quotation. If two or more such Full Quotations or a Weighted Average Quotation are not available on any such Business Day, the Quotations shall be deemed to be any Full Quotation obtained from a Relevant Dealer on such tenth Business Day, or if no Full Quotation is obtained, the weighted average of any firm quotations obtained from Relevant Dealers on such tenth Business Day with respect to the aggregate portion of the Quotation Amount for which such quotations were obtained and a quotation deemed to be zero for the balance of the Quotation Amount for which the firm quotations were not obtained on such day.

Quotation Amount shall be as specified in the applicable Final Terms or otherwise shall be deemed to be, an amount equal to the amount necessary to unwind the hedge of the Issuer in relation with the Notes.

Quotation Method means the applicable quotation method which may be specified in the Final Terms as being one of the following:

- (a) **Bid** means that only bid quotations shall be requested;
- (b) **Mid** means that the bid and offer quotations shall be requested and averaged for the purposes of determining a relevant Dealer's quotation; or
- (c) **Ask** means that only offer quotations shall be requested.

Relevant Dealers means official bank dealers (other than the Issuer or an affiliate of the Issuer) of the Index as appointed by the relevant Index Sponsor, or three financial institutions, selected by the Calculation Agent, that significantly deals or invests in the Index or Component Transactions for which Quotations are to be obtained. The Calculation Agent shall select the Relevant Dealers in good faith and in a commercially reasonable manner. Upon a selected Relevant Dealer no longer being in existence (with no successors), or not being an active dealer in the Index or Component Transactions of the type for which Quotations are to be obtained, the Calculation Agent may substitute any other Relevant Dealer(s) for one or more of the foregoing. Any bid quotation provided by the Issuer shall be deemed to be a firm quotation that it would provide to a counterparty in the market.

Relevant Level means the level of the Index as determined by the Calculation Agent at Valuation Time on any Valuation Date, using as specified in the applicable Final Terms, either (a) the official closing level for such Index, or (b) the official fixing eventually calculated and/or published by the Index Sponsor; or, if nothing is specified in the Final Terms, the Valuation Method as set out therein.

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

Scheduled Trading Day means either (a) in the case of a single Index, Scheduled Trading Day (Single Index Basis) or (b) in the case of a Basket of Indices, (i) Scheduled Trading Day (All Indices Basis) or (ii) Scheduled Trading Day (Per Index Basis), in each case as specified in the applicable Final Terms, provided that if no such specification is made in the applicable Final Terms, Scheduled Trading Day (All Indices Basis) shall apply.

Scheduled Trading Day (All Indices Basis) means any day on which (a) in respect of any Indices other than Composite Indices, each Exchange and each Related Exchange, if any, are scheduled to be open for trading during their respective regular trading session(s) in respect of such Indices, and (b) in respect of any Composite Indices, (i) the Index Sponsor is scheduled to publish the level of such Composite Indices and (ii) each Exchange and each Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Indices.

Scheduled Trading Day (Per Index Basis) means, in respect of an Index, any day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, in respect of such Index are scheduled to be open for trading during their respective regular trading session(s), and (b) in respect of a Composite Index, (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index and (ii) each Exchange and each Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Index.

Scheduled Trading Day (Single Index Basis) means any day on which (a) in respect of an Index other than a Composite Index, the relevant Exchange and the relevant Related Exchange, if any, are scheduled to be open for trading during their respective regular trading session(s), and (b) in respect of a Composite Index (i) the relevant Index Sponsor is scheduled to publish the level of such Composite Index and (ii) each Exchange and each Related Exchange, if any, is scheduled to be open for trading during its regular trading session in respect of such Composite Index;

Scheduled Valuation Date means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

Screen Page means the page specified in the applicable Final Terms, or any successor page or service thereto.

Settlement Price means, unless otherwise specified in the applicable Final Terms, in relation to Index Linked Redemption Notes and as referred to in **Valuation Date** below or **Averaging Date** above, as the case may be:

- (a) in the case of Index Linked Redemption Notes relating to a Basket of Indices, an amount (which shall be deemed to be a monetary amount in the Index Currency) equal to the sum of the values calculated for each Index as the Relevant Level for each Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of each Index determined by the Calculation Agent as set out in the applicable Final Terms at the Relevant Time on (A) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (B) if Averaging is specified in the applicable Final Terms, an Averaging Date and, in either case, multiplied by the relevant multiplier; and
- (b) in the case of Index Linked Redemption Notes relating to a single Index, an amount (which shall be deemed to be a monetary amount in the Index Currency) equal to the Relevant Level of the Index as determined by the Calculation Agent or, if so specified in the applicable Final Terms, the level of the Index determined by the Calculation Agent as set out in the applicable Final Terms at the Relevant Time on (A) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (B) if Averaging is specified in the applicable Final Terms, an Averaging Date.

Specified Maximum Days of Disruption means eight (8) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms.

Trading Disruption means (1) any suspension of or limitation imposed on trading by the relevant Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the relevant Exchange or Related Exchange or otherwise (a) relating to securities, commodities, contracts or Component Transactions that comprise 20% or more of the level of such Index on any relevant Exchange(s) or (b) in futures, options or derivatives contracts relating to such Index on any relevant Related Exchange; and, (2) in case of Component Transactions scheduled to be quoted on a relevant over the counter exchange, any time or day on a Scheduled Trading Day during which the Calculation Agent is unable to obtain a Quotation, as provided by the Valuation Method.

Valuation Date means the Valuation Date or Interest Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a Disrupted Day. If such day is a Disrupted Day, then:

- (a) where the Notes are Index Linked Redemption Notes relating to a single Index, the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the consecutive Scheduled Trading Days equal in number to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the Settlement Price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the Settlement Price by determining the level of the Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating the Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security/commodity/derivatives contracts comprised in the Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security/commodity/derivatives contracts on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant

security/commodity/derivatives contracts as of the Valuation Time on the last such consecutive Scheduled Trading Day); or

- (b) where the Notes are Index Linked Redemption Notes relating to a Basket of Indices, the Valuation Date for each Index, not affected by the occurrence of a Disrupted Day shall be the Scheduled Valuation Date, and the Valuation Date for each Index, affected, as the case may be, (each an **Affected Item**) by the occurrence of a Disrupted Day shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day relating to the Affected Item unless each of the consecutive Scheduled Trading Days equal in number to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day relating to the Affected Item. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date for the Affected Item, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the Settlement Price using, in relation to the Affected Item, the level or value as applicable, determined in the manner set out in the applicable Final Terms, or, if not set out or if not practicable, using the level of that Index as of the Valuation Time on the last such consecutive Scheduled Trading Day in accordance with the formula for and method of calculating that Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Valuation Time on the last such consecutive Scheduled Trading Day of each security/commodity/derivatives contracts comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security/commodity/derivatives contracts on the last such consecutive Scheduled Trading Day, its good faith estimate of the value for the relevant security/commodity/derivatives contracts as of the Valuation Time on the last such consecutive Scheduled Trading Day),

and otherwise in accordance with the above provisions.

Valuation Method shall be as specified in the applicable Final Terms as (a) Highest, (b) Average Highest, or (c) Market Value.

Valuation Time means:

- (a) the Relevant Time specified in the applicable Final Terms; and
- (b) if **Calculation Agent** is specified in the applicable Final Terms, any time (as selected by the Calculation Agent in its sole and absolute discretion) on the Valuation Date or the Averaging Date, as the case may be, during the hours that Relevant Dealers customarily bid for the relevant Index or any of its Component Transactions; and
- (c) the Scheduled Closing Time on the Exchange on the Valuation Date or the Averaging Date, or Interest Valuation Date, as the case may be. If the 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.

Weighted Average Quotation means, in accordance with the Quotation Method, the weighted average of firm quotations obtained from Relevant Dealers at the Valuation Time, to the extent reasonably practicable, for an amount of less than the Quotation Amount, that in aggregate are approximately equal to the Quotation Amount.

22. **Additional Provisions Applicable to Equity Linked Redemption Notes⁸**

This Condition 22 applies to Equity Linked Redemption Notes only. Annex 2 set out on pages 262 to 268 of this Prospectus contains provisions relating to the formula used to determine the pay-off

⁸ Page numbers to be confirmed and square brackets removed in Final Prospectus.

under Equity Linked Redemption Notes and the applicable Final Terms contains provisions applicable to the determination of the performance of the relevant Share(s) as well as other relevant provisions and must be read in conjunction with this Condition 22 and with Annex 2 for full information on any Equity Linked Redemption Notes. In particular, the applicable Final Terms will identify the relevant Share(s).

22.1 *Market Disruption*

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

The Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 of the occurrence of a Disrupted Day on any day that, but for the occurrence of a Disrupted Day, would have been an Averaging Date, an Observation Date or a Valuation Date.

22.2 *Potential Adjustment Events, Merger Event, Tender Offer, De-listing, Nationalisation and Insolvency*

(a) **Potential Adjustment Event** means any of the following:

- (i) 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 Noteholders by way of bonus, capitalisation or similar issue;
- (ii) a distribution, issue or dividend to existing Noteholders 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 Company equally or proportionately with such payments to Noteholders of such Shares or (III) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Company as a result of a spin-off or other similar transaction or (IV) any other type of securities, rights or certificates or other assets, in any case for payment (in cash or in other consideration) at less than the prevailing market price as determined by the Calculation Agent;
- (iii) an extraordinary dividend as determined by the Calculation Agent;
- (iv) a call by a Share Company in respect of relevant Shares that are not fully paid;
- (v) a repurchase by the Share Company or its subsidiaries of relevant Shares whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;
- (vi) in respect of a Share Company 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 Company pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, certificates, debt instruments or stock rights at a price below their market value as determined by the Calculation Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or
- (vii) any other event having, in the opinion of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the relevant Shares.

- (b) Following the declaration by the Share Company of the terms of any Potential Adjustment Event, the Calculation Agent will, in its sole and absolute discretion, determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the Shares and, if so, will (A) make the corresponding adjustment, if any, to any one or more of any Relevant Asset and/or the Asset Amount (in each case with respect to Physical Delivery Notes) and/or any of the other terms of these Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share) and (B) determine the effective date of that adjustment. The Calculation Agent may, but need not, determine the appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by an options exchange to options on the Shares traded on that options exchange.

Upon the making of any such adjustment by the Calculation Agent, the Calculation Agent shall give notice as soon as practicable to the Noteholders in accordance with Condition 14 stating the adjustment to any Relevant Asset and/or the Asset Amount (in each case with respect to Physical Delivery Notes) and/or the multiplier and/or any of the other terms of these Conditions and/or the applicable Final Terms and giving brief details of the Potential Adjustment Event.

- (c) **De-Listing** means, in respect of any relevant Shares, the Exchange announces that pursuant to the rules of such Exchange, such Shares cease (or will cease) to be listed, traded or publicly quoted on the Exchange for any reason (other than a Merger Event or Tender Offer) and are not immediately re-listed, re-traded or re-quoted on an exchange or quotation system located in the same country as the Exchange (or, where the Exchange is within the European Union, in a member state of the European Union).

Insolvency means that by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the Share Company (a) all the Shares of that Share Company are required to be transferred to a trustee, liquidator or other similar official or (b) Noteholders of the Shares of that Share Company become legally prohibited from transferring them.

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 (a) reclassification or change of such Shares that results in a transfer of or an irrevocable commitment to transfer all of such Shares outstanding to another entity or person, (b) consolidation, amalgamation, merger or binding share exchange of a Share Company with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Share Company is the continuing entity and which does not result in a reclassification or change of all of such Shares outstanding), (c) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100% of the outstanding Shares of the Share Company that results in a transfer of or an irrevocable commitment to transfer all such Shares (other than such Shares owned or controlled by such other entity or person), or (d) consolidation, amalgamation, merger or binding share exchange of the Share Company or its subsidiaries with or into another entity in which the Share Company 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% of the outstanding Shares immediately following such event, in each case if the Merger Date is on or before (a) in the case of Cash Settled Notes, the last occurring Valuation Date or where Averaging is specified in the applicable Final Terms, the final Averaging Date in respect of the relevant Note or (b) in the case of Physical Delivery Notes, the relevant Maturity Date.

Nationalisation means that all the Shares or all or substantially all the assets of the Share Company are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof.

Tender Offer means a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person that results in such entity or person purchasing, or otherwise obtaining or having the right to obtain, by conversion or other means, greater than 50% and less than 100% (the **Percentage Range**) of the outstanding voting shares of the Share Company as determined by the Calculation Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Calculation Agent deems relevant.

Tender Offer Date means, in respect of a Tender Offer, the date on which the voting shares in the amount of the Percentage Range are actually purchased or otherwise obtained, as determined by the Calculation Agent.

If a Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency (each, an **Extraordinary Event**) occurs in relation to a Share, the Issuer in its sole and absolute discretion may take the action described in (A), (B), (C) or (D) below:

- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Asset Amount (in each case with respect to Physical Delivery Notes) and/or the multiplier and/or any of the other terms of these Conditions and/or the applicable Final Terms to account for the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be, 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 Notes. The Calculation Agent may (but need not) determine the appropriate adjustment by reference to the adjustment in respect of the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency made by any options exchange to options on the Shares traded on that options exchange; or
- (ii) unless Delayed Redemption on Occurrence of Extraordinary Events is specified as being applicable in the applicable Final Terms, on giving notice to Noteholders in accordance with Condition 14, redeem all but not some only of the Notes, each Note being redeemed by payment of an amount equal to the fair market value of a Note taking into account the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (unless provided for in the applicable Final Terms), all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 14; or
- (iii) if Delayed Redemption on Occurrence of Extraordinary Event is specified as being applicable in the Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the Merger Event, Tender Offer, De-Listing, Nationalisation or Insolvency, as the case may be, less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the **Calculated Amount**) as soon as practicable, following the occurrence of the Extraordinary Event (the **Calculated Amount Determination Date**) and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to the Calculated Amount plus interest accrued from and including the Calculated Amount Determination Date to but excluding the Maturity Date at a rate specified in the applicable Final Terms, or if no such specification, at a rate equal to Issuer's funding cost at such time.

- (iv) following such adjustment to the settlement terms of options on the Shares traded on such exchange(s) or quotation system(s) as the Issuer in its sole discretion shall select (the **Options Exchange**), require the Calculation Agent to make a corresponding adjustment to any one or more of any Relevant Asset and/or the Asset Amount (in each case with respect to Physical Delivery Notes) and/or the multiplier and/or any of the other terms of these Conditions and/or the applicable Final Terms, which adjustment will be effective as of the date determined by the Calculation Agent to be the effective date of the corresponding adjustment made by the Options Exchange. If options on the Shares are not traded on the Options Exchange, the Calculation Agent will make such adjustment, if any, to any one or more of any Relevant Asset and/or the Asset Amount (in each case with respect to Physical Delivery Notes) and/or the multiplier and/or any of the other terms of these Conditions and/or the applicable Final Terms as the Calculation Agent in its sole and absolute discretion determines appropriate, with reference to the rules and precedents (if any) set by the Options Exchange to account for the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be, 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.
- (d) Upon the occurrence of a Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, the Issuer shall give notice as soon as practicable to the holders in accordance with Condition 14 stating the occurrence of the Merger Event, Tender Offer, De-listing, Nationalisation or Insolvency, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

22.3 *Correction of Share Price*

With the exception of any corrections published after the day which is three Exchange Business Days prior to the due date for any payment of any Redemption Amount, if the price of the relevant Share published on a given day and used or to be used by the Calculation Agent to determine any Redemption Amount is subsequently corrected and the correction published by the relevant Exchange or Related Exchange, as the case may be, within 30 days of the original publication, the price to be used shall be the price of the relevant Share as so corrected. Corrections published after the day which is three Exchange Business Days prior to the relevant redemption date will be disregarded by the Calculation Agent for the purposes of determining any Redemption Amount.

22.4 *Issuer's Option to substitute Assets or to pay the Alternate Cash Redemption Amount*

If prior to the redemption of Physical Delivery Notes, the Calculation Agent determines, in its sole and absolute discretion, that the Relevant Asset(s) comprise(s) Shares which are not freely tradable, the Issuer may, in its sole and absolute discretion, elect either (i) to substitute for such Shares freely tradable shares with a value equivalent to the Shares (as determined by the Calculation Agent in its sole and absolute discretion) (the **Substitute Asset(s)**) or (ii) not to deliver or procure the delivery of the Asset Amount or the Substitute Asset(s), as the case may be, but in lieu thereof to pay to the Noteholders on the Maturity Date an amount equal to the fair market value of the Asset Amount on the Valuation Date as determined by the Calculation Agent in its sole and absolute discretion by reference to such sources as it considers appropriate (the **Alternate Cash Redemption Amount**). Notification of any such election will be given to Noteholders in accordance with Condition 14.

For the purposes hereof, a **freely tradable** share shall mean (i) with respect to the United States, a share which is registered under the Securities Act or not restricted under the Securities Act and which is not purchased from the issuer of such share and not purchased from an affiliate of the issuer of such share or which otherwise meets the requirements of a freely tradable share for the purposes of the Securities Act, in each case, as determined by the Calculation Agent, in its sole and absolute discretion or (ii) with respect to any other jurisdiction, a share not subject to any legal restrictions on transfer in such jurisdiction.

22.5 *Additional Disruption Events*

- (a) If an Additional Disruption Event occurs, the Issuer in its sole and absolute discretion may take the action described in (A) or (B) below:
- (i) require the Calculation Agent to determine in its sole and absolute discretion the appropriate adjustment, if any, to be made to any one or more of any Relevant Asset and/or the Asset Amount (in each case with respect to Physical Delivery Notes) and/or the multiplier and/or any of the other terms of these Conditions and/or the applicable Final Terms to account for the Additional Disruption Event and determine the effective date of that adjustment; or
 - (ii) unless Delayed Redemption on Occurrence of Additional Disruption Event is specified as being applicable in the applicable Final Terms, redeem the Notes by giving notice to the Noteholders in accordance with Condition 14. If the Notes are so redeemed the Issuer will pay an amount to each Noteholder in respect of each Note held by him which amount shall be the fair market value of a Note taking into account the Additional Disruption Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements, all as determined by the Calculation Agent in its sole and absolute discretion. Payments will be made in such manner as shall be notified to the Noteholders in accordance with Condition 14.
 - (iii) if Delayed Redemption on Occurrence of Additional Disruption Event is specified as being applicable in the Final Terms, the Calculation Agent shall calculate the fair market value of each Note taking into account the Additional Disruption Event less the cost to the Issuer and/or its Affiliates of unwinding any underlying related hedging arrangements (the **Calculated Additional Disruption Amount**) as soon as practicable, following the occurrence of the Additional Disruption Event (the **Calculated Additional Disruption Amount Determination Date**) and on the Maturity Date shall redeem each Note at an amount calculated by the Calculation Agent equal to the Calculated Additional Disruption Amount plus interest accrued from and including the Calculated Additional Disruption Amount Determination Date to but excluding the Maturity Date at a rate specified in the applicable Final Terms, or if no such specification, at a rate equal to Issuer's funding cost at such time.
- (b) Upon the occurrence of an Additional Disruption Event, the Issuer shall give notice as soon as practicable to the holders in accordance with Condition 14 stating the occurrence of the Additional Disruption Event, as the case may be, giving details thereof and the action proposed to be taken in relation thereto.

22.6 *Knock-in Event and Knock-out Event*

If Knock-in Event is specified as applicable in the Final Terms, then payment under the relevant Notes subject to a Knock-in Event shall be conditional upon the occurrence of such Knock-in Event.

If Knock-out Event is specified as applicable in the Final Terms, then payment under the relevant Notes subject to a Knock-out Event shall be conditional upon the occurrence of such Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is the Valuation Time and if any Knock-in Determination Day or Knock-out Determination Day is a Disrupted Day, then such Knock-in Determination Day or Knock-out Determination Day will be deemed not to be a Knock-in Determination Day or Knock-out Determination Day for the purposes of determining the occurrence of a Knock-in Event or a Knock-out Event.

If the Knock-in Valuation Time or the Knock-out Valuation Time specified in the applicable Final Terms is any time or period of time during the regular trading hours on the relevant Exchange and if on any Knock-in Determination Day or Knock-out Determination Day and at any time during the

one hour period that begins and/or ends at the time on which the level of the Share triggers the Knock-in Level or the Knock-out Level, a Market Disruption Event occurs or exists, then the Knock-in Event or the Knock-out Event shall be deemed not to have occurred.

For the purposes of this Condition 22:

Knock-in Event means

- (a) if SPS Knock-in Valuation is specified as applicable in the applicable Final Terms, the Knock-in Value is; or
- (b) if SPS Knock-in Valuation is specified as not applicable in the applicable Final Terms, that the Share price determined by the Calculation Agent as of the Knock-in Valuation Time on any Knock-in Determination Day is; and

in each case (a) "greater than", (b) "greater than or equal to", (c) "less than" or (d) "less than or equal to" the Knock-in Level, in each case as specified in the applicable Final Terms (x) on a Knock-in Determination Day or (y) in respect of any knock-in Determination Period, as specified in the applicable Final Terms.

Knock-in Level means:

- (a) if SPS Final Payout is specified as applicable in the applicable Final Terms, the level, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustments as provided in this Condition 22;
- (b) if SPS Final Payout is specified as not applicable in the applicable Final Terms, the Share price specified and as such or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions of **Market Disruption** set out in Condition 22.1 above.

Knock-in Determination Day means as specified in the applicable Final Terms, or each Scheduled Trading Day during the Knock-in Determination Period subject to, in either case, the provisions of **Market Disruption** set out in Condition 22.1 above. For the purposes of a Market Disruption, any Knock-in Determination Day will be treated as a Valuation Date and the provisions contained in the definition of **Valuation Date** set out below shall apply. If any such day is a Disrupted Day, then the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of "Averaging Date" shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Knock-in Determination Day".

Knock-in Determination Period means the period which commences on, and includes, the Knock-in Period Beginning Date and ends on, and includes, the Knock-in Period Ending Date.

Knock-in Period Beginning Date means the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-in Period Ending Date means the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-in Valuation Time means the time or period of time on any Knock-in Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-in Valuation Time, the Knock-in Valuation Time shall be the Valuation Time.

Knock-in Value means the value from the Payout Conditions 1.6, 1.7 or 1.8 specified as such in the applicable Final Terms.

Knock-out Event means (unless otherwise specified in the applicable Final Terms) that the Share price determined by the Calculation Agent as of the Knock-out Valuation Time on any Knock-out Determination Day is and as specified in the applicable Final Terms, (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Knock-out Level.

Knock-out Level means the Share price specified or otherwise determined in the applicable Final Terms, subject to adjustment from time to time in accordance with the provisions of **Market Disruption** set out in Condition 22.1 above.

Knock-out Determination Day means as specified in the applicable Final Terms, or each Scheduled Trading Day during the Knock-out Determination Period subject to, in either case, the provisions of "Market Disruption" set out in Condition 22.1 above. For the purposes of a Market Disruption, any Knock-out Determination Day will be treated as a Valuation Date and the provisions contained in the definition of **Valuation Date** set out below shall apply. If any such day is a Disrupted Day, then the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of **Averaging Date** shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Knock-out Determination Day".

Knock-out Determination Period means the period which commences on, and includes, the Knock-out Period Beginning Date and ends on, and includes, the Knock-out Period Ending Date.

Knock-out Period Beginning Date means the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-out Period Ending Date means the date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day.

Knock-out Valuation Time means the time or period of time on any Knock-out Determination Day specified as such in the applicable Final Terms or in the event that the applicable Final Terms do not specify a Knock-out Valuation Time, the Knock-out Valuation Time shall be the Valuation Time.

22.7 *Automatic Early Redemption Event*

If Automatic Early Redemption Event is specified as applicable in the Final Terms, then unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date, an Automatic Early Redemption Event occurs, then the Notes will be automatically redeemed in whole, but not in part, on the Automatic Early Redemption Date immediately following such Automatic Early Redemption Valuation Date and the Early Redemption Amount payable by the Issuer on such date upon redemption of each Note shall be an amount equal to the relevant Automatic Early Redemption Amount.

For the purposes of these Conditions:

Automatic Early Redemption Amount means (a) an amount in the Specified Currency specified in the applicable Final Terms specified as such in the applicable Final Terms or (b) if such amount is not specified, (A) the product of (i) the denomination of each Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date or (B) the SPS Automatic Early Redemption Amount Payout specified as applicable in the applicable Final Terms.

Automatic Early Redemption Date means each date specified as such in the applicable Final Terms, subject in each case to adjustment in accordance with the Business Day Convention specified in the applicable Final Terms.

Automatic Early Redemption Event means:

- (a) if SPS Final Payout is specified as applicable in the applicable Final Terms, the SPS AER Value, as specified in the applicable Final Terms, is (aa) "greater than", (bb) "greater than or equal to", (cc) "less than" or (dd) "less than or equal to" the Automatic Early Redemption Level as specified in the applicable Final Terms on an Automatic Early Redemption Valuation Date; or
- (b) if SPS Final Payout is specified as not applicable in the applicable Final Terms, the Share price determined by the Calculation Agent as of the Valuation Time on any Automatic Early Redemption Valuation Date is, and (B) in the case of a Basket of Indices, the amount for the Basket determined by the Calculation as specified in the Final Terms, (i) "greater than", (ii) "greater than or equal to", (iii) "less than" or (iv) "less than or equal to" the Automatic Early Redemption Level.

Automatic Early Redemption Level means:

- (a) if SPS Final Payout is specified as applicable in the applicable Final Terms, the price, amount, number or percentage specified as such in the applicable Final Terms, subject to adjustments as provided in this Condition 22; or
- (b) if SPS Final Payout is specified as not applicable in the applicable Final Terms, the price of the Share specified as such or otherwise determined in the applicable Final Terms, subject to adjustments as provided in this Condition 22.

Automatic Early Redemption Rate means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms.

Automatic Early Redemption Valuation Date means each date specified as such in the applicable Final Terms or, if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of **Averaging Date** shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Automatic Early Redemption Valuation Date".

SPS AER Value means the value from the Payout Conditions 1.6, 1.7 or 1.8 specified as such in the applicable Final Terms.

22.8 *Additional Definitions*

Unless otherwise specified in the applicable Final Terms:

Additional Disruption Event means any of Change of Law, Failure to Deliver, Hedging Disruption, Increased Cost of Hedging, Increased Cost of Stock Borrow, Insolvency Filing and/or Loss of Stock Borrow, in each case if specified in the applicable Final Terms.

Affiliate means in relation to any entity (the **First Entity**), any entity controlled, directly or indirectly, by the First Entity, any entity that controls, directly or indirectly, the First Entity or any entity directly or indirectly under common control with the First Entity. For these purposes control means ownership of a majority of the voting power of an entity.

Averaging Date means each date specified as an Averaging Date in the applicable Final Terms or, if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent any such day is a Disrupted Day. If any such day is a Disrupted Day, then:

- (a) If **Omission** is specified as applying in the applicable Final Terms, then such date will be deemed not to be an Averaging Date for the purposes of determining the relevant Settlement Price provided that, if through the operation of this provision no Averaging Date would occur, then the provisions of the definition of **Valuation Date** will apply for purposes of determining the relevant level, price or amount on the final Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day; or
- (b) if **Postponement** is specified as applying in the applicable Final Terms, then the provisions of the definition of **Valuation Date** will apply for the purposes of determining the relevant level, price or amount on that Averaging Date as if such Averaging Date were a Valuation Date that was a Disrupted Day irrespective of whether, pursuant to such determination, that deferred Averaging Date would fall on a day that already is or is deemed to be an Averaging Date; or
- (c) if **Modified Postponement** is specified as applying in the applicable Final Terms then the Averaging Date shall be the first succeeding Valid Date (as defined below). If the first succeeding Valid Date has not occurred for consecutive Scheduled Trading Days equal in number to the Specified Maximum Days of Disruption (up to Valuation Time on such last consecutive Scheduled Trading Day) immediately following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date, then (A) that last such consecutive Scheduled Trading Day shall be deemed to be the Averaging Date (irrespective of whether the last such consecutive Scheduled Trading Day is already an Averaging Date), and (B) the Calculation Agent shall determine the relevant level, price or amount for that Averaging Date in accordance with subparagraph (B) of the definition of **Valuation Date** below. For the purposes of these Conditions, **Valid Date** means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date does not or is not deemed to occur.

Change of Law means that, on or after the Trade Date (as specified in the applicable Final Terms) (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of or any change in the interpretation by any court, tribunal or regulatory authority with competent jurisdiction of any applicable law or regulation (including any action taken by a taxing authority), the Issuer determines in its sole and absolute discretion that (x) it has become illegal to hold, acquire or dispose of any relevant Share or (y) it will incur a materially increased cost in performing its obligations under the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position).

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

Early Closure means the closure on any Exchange Business Day of relevant Exchange(s) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or Related Exchange(s) at least one hour prior to the earlier of (a) the actual closing time for the regular trading session on such Exchange(s) or Related Exchange(s) on such Exchange Business Day and (b) the submission deadline for orders to be entered into the Exchange or Related Exchange system for execution at the Valuation Time on such Exchange Business Day.

Exchange means, in relation to a Share, each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to such Share on such temporary substitute exchange or quotation system as on the original Exchange).

Exchange Business Day means either (a) in the case of a single Share, Exchange Business Day (Single Share Basis) or (b) in the case of a Basket of Shares, (i) Exchange Business Day (All Shares Basis) or (ii) Exchange Business Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Exchange Business Day (Per Share Basis) shall apply.

Exchange Business Day (All Shares Basis) means, in respect of a Basket of Shares, any Scheduled Trading Day on which each Exchange and each Related Exchange, if any, are open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading session(s) notwithstanding any such Exchange or Related Exchange closing prior to their Scheduled Closing Time.

Exchange Business Day (Per Share Basis) means, in respect of a Share, any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, in respect of such Share are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time.

Exchange Business Day (Single Share Basis) means any Scheduled Trading Day on which the relevant Exchange and the relevant Related Exchange, if any, are open for trading during their respective regular trading session(s), notwithstanding any such relevant Exchange or relevant Related Exchange closing prior to their Scheduled Closing Time.

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

Failure to Deliver means failure of the Issuer and/or any of its Affiliates to deliver, when due, the relevant Shares under the Notes, where such failure to deliver is due to illiquidity in the market for such Shares.

Hedging Disruption means that the Issuer and/or any of its Affiliates is unable, after using commercially reasonable efforts, to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the equity or other price risk of the Issuer issuing and performing its obligations with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s).

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

Increased Cost of Hedging means that the Issuer and/or any of its Affiliates would incur a materially increased (as compared with circumstances existing on the Trade Date) amount of tax, duty, expense or fee (other than brokerage commissions) to (a) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the market risk (including, without limitation, equity price risk, foreign exchange risk and interest rate risk) of the Issuer issuing and performing its obligations with respect to the Notes, or (b) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer and/or any of its Affiliates shall not be deemed an Increased Cost of Hedging.

Increased Cost of Stock Borrow means that the Issuer and/or any of its Affiliates would incur a rate to borrow any Share that is greater than the Initial Stock Loan Rate.

Initial Stock Loan Rate means, in respect of a Share, the initial stock loan rate specified in relation to such Share in the applicable Final Terms.

Insolvency Filing means that a Share Company institutes or has instituted against it by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organisation or the jurisdiction of its head or home office, or it consents to a proceeding seeking a judgement of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official or it consents to such a petition, provided that proceedings instituted or petitions presented by creditors and not consented to by the Share Company shall not be deemed an Insolvency Filing.

Interest Valuation Date means the date specified in the applicable Final Terms.

Loss of Stock Borrow means that the Issuer and/or any Affiliate is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) any Share in an amount equal to the Hedging Shares at a rate equal to or less than the Maximum Stock Loan Rate.

Maximum Stock Loan Rate means, in respect of a Share, the Maximum Stock Loan Rate specified in the applicable Final Terms.

Observation Date means each date specified as an Observation Date in the applicable Final Terms, or if any such date is not a Scheduled Trading Day, the immediately following Scheduled Trading Day unless, in the opinion of the Calculation Agent, any such day is a Disrupted Day. If any such day is a Disrupted Day, then the provisions relating to "Omission", "Postponement" or "Modified Postponement", as the case may be, contained in the definition of **Averaging Date** shall apply *mutatis mutandis* as if references in such provisions to "Averaging Date" were to "Observation Date".

Observation Period means the period specified as the Observation Period in the applicable Final Terms.

Related Exchange means in respect of Equity Linked Redemption Notes and in relation to a Share, each exchange or quotation system on which option contracts or futures contracts relating to such Share are traded, or each exchange or quotation system specified as such for such Share in the applicable Final Terms, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to such Share has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Share on such temporary substitute exchange or quotation system as on the original Related Exchange), provided that where "All Exchanges" is specified as the Related Exchange in the applicable Final Terms, **Related Exchange** shall mean each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to such Share.

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

Scheduled Trading Day means either (a) in the case of a single Share, Scheduled Trading Day (Single Share Basis) or (b) in the case of a Basket of Shares, (i) Scheduled Trading Day (All Shares Basis) or (ii) Scheduled Trading Day (Per Share Basis), in each case as specified in the applicable Final Terms, provided that, if no such specification is made in the applicable Final Terms, Scheduled Trading Day (Per Share Basis) shall apply.

Scheduled Trading Day (All Shares Basis) means, in respect of a Basket of Shares, any day on which each Exchange and each Related Exchange are scheduled to be open for trading in respect of all Shares comprised in the Basket of Shares during their respective regular trading session(s).

Scheduled Trading Day (Per Share Basis) means, in respect of a Share, any day on which the relevant Exchange and the relevant Related Exchange in respect of such Share are scheduled to be open for trading during their respective regular trading session(s).

Scheduled Trading Day (Single Share Basis) means any day on which the relevant Exchange and the relevant Related Exchange are scheduled to be open for trading during their respective regular trading session(s)..

Scheduled Valuation Date means any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Valuation Date.

Settlement Currency means the currency specified in the applicable Final Terms.

Settlement Price means, unless otherwise specified in the applicable Final Terms, in relation to each Cash Settled Note in respect of Equity Linked Redemption Notes, and as referred to in **Valuation Date** below or **Averaging Date** above, an amount equal to the official closing price (or the price at the Relevant Time on the Valuation Date or an Averaging Date, as the case may be, if so specified in the applicable Final Terms) quoted on the relevant Exchange for such Share on (a) if Averaging is not specified in the applicable Final Terms, the Valuation Date or (b) if Averaging is specified in the applicable Final Terms, an Averaging Date and (or if, in the opinion of the Calculation Agent, any such official closing price (or the price at the Relevant Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) cannot be so determined and the Valuation Date or Averaging Date, as the case may be, is not a Disrupted Day, an amount determined by the Calculation Agent to be equal to the arithmetic mean of the closing fair market buying price (or the fair market buying price at the Relevant Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) and the closing fair market selling price (or the fair market selling price at the Relevant Time on the Valuation Date or such Averaging Date, as the case may be, if so specified in the applicable Final Terms) for the Share based, at the Calculation Agent's discretion, either on the arithmetic mean of the foregoing prices or middle market quotations provided to it by two or more financial institutions (as selected by the Calculation Agent in its sole and absolute discretion) engaged in the trading of the Share or on such other factors as the Calculation Agent shall decide, such amount to be converted, if so specified in the applicable Final Terms, into the Settlement Currency at the Exchange Rate and such converted amount to be the Settlement Price, all as determined by or on behalf of the Calculation Agent. **Shares** and **Share** mean the shares specified in the applicable Final Terms and related expressions shall be construed accordingly.

Share Company means the company that has issued the Share.

Specified Maximum Days of Disruption means eight (8) Scheduled Trading Days or such other number of Scheduled Trading Days specified in the applicable Final Terms.

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

Valuation Date means the Valuation Date or Interest Valuation Date, as the case may be, specified in the applicable Final Terms or, if such day is not a Scheduled Trading Day, the immediately succeeding Scheduled Trading Day unless, in the opinion of the Calculation Agent, such day is a

Disrupted Day. If such day is a Disrupted Day, then the Valuation Date shall be the first succeeding Scheduled Trading Day that is not a Disrupted Day, unless each of the consecutive Scheduled Trading Days equal in number to the Specified Maximum Days of Disruption immediately following the Scheduled Valuation Date is a Disrupted Day. In that case, (A) the last such consecutive Scheduled Trading Day shall be deemed to be the Valuation Date, notwithstanding the fact that such day is a Disrupted Day, and (B) the Calculation Agent shall determine the Settlement Price in the manner set out in the applicable Final Terms or, if not set out or if not practicable, determine the Settlement Price in accordance with its good faith estimate of the Settlement Price as of the Valuation Time on that the last such consecutive Scheduled Trading Day; and otherwise in accordance with the above provisions.

Valuation Time means the Relevant Time specified in the applicable Final Terms or, if no Relevant Time is specified, the Scheduled Closing Time on the relevant Exchange on the relevant Valuation Date or Averaging Date, or Interest Valuation Date, as the case may be, in relation to each Share to be valued provided that if the relevant Exchange closes prior to its Scheduled Closing Time and the specified Valuation Time is after the actual closing time for its regular trading session, then the Valuation Time shall be such actual closing time.

23. Additional Provisions Applicable to Inflation Linked Interest Notes

This Condition 23 applies to Inflation Linked Interest Notes only. Annex 2 sets out on pages 286 to 293 of this Prospectus contains provisions relating to the formula used to determine the pay-off under Inflation Linked Interest Notes and the applicable Final Terms contains provisions applicable to the determination of the performance of the relevant inflation index as well as other relevant provisions and must be read in conjunction with this Condition 23 and with Annex 2 for full information on any Inflation Linked Interest Notes. In particular, the applicable Final Terms will identify the relevant Screen Page, the various levels and other factors required to apply the formula.

23.1 *Delay in Publication*

If the Calculation Agent determines that, in relation to Notes relating to an Index, a Delayed Index Level Event in respect of an Index has occurred with respect to any Interest Determination Date, then the Relevant Level with respect to any Reference Month which is to be used in any calculation or determination to be made by the Calculation Agent with respect to such Interest Determination Date (the **Substitute Index Level**) shall be determined by the Calculation Agent (subject to Condition 23.3(a) "*Adjustments - Substitute Index Level*" below), as follows:

- (a) if Related Bond is specified as applicable in the applicable Final Terms, the Calculation Agent shall determine the Substitute Index Level by reference to the corresponding index level determined under the terms and conditions of the Related Bond; or
- (b) if A) Related Bond is specified as not applicable in the applicable Final Terms, or (B) the Calculation Agent is not able to determine a Substitute Index Level under (a) above, the Calculation Agent shall determine the Substitute Index Level by reference to the following formula:

$$\text{Substitute Index Level} = \text{BaseLevel} \times (\text{LatestLevel} / \text{ReferenceLevel})$$

- (c) otherwise in accordance with any formula specified in the applicable Final Terms,

where:

Base Level means the level of the Index (whether definitive or provisional) published or announced by the Index Sponsor in respect of the month which is 12 calendar months prior to the month for which the Substitute Index Level is being determined.

Latest Level means the latest level of the Index (whether definitive or provisional) published or announced by the Index Sponsor prior to the month in respect of which the Substitute Index Level is being calculated.

Reference Level means the level of the Index (whether definitive or provisional) published or announced by the Index Sponsor in respect of the month that is 12 calendar months prior to the month referred to in **Latest Level** above.

The Issuer shall promptly give notice to the holders of the Notes in accordance with Condition 14 of any Substitute Index Level.

If the Relevant Level is published or announced at any time on or after the relevant Cut-Off Date specified in the applicable Final Terms, such Relevant Level will not be used in any calculations. The Substitute Index Level so determined pursuant to this Condition 23.1 will be the definitive level for that Reference Month.

23.2 *Successor Index*

If in relation to Notes relating to the Index, the Calculation Agent determines that the level of the Index is not calculated and announced by the Index Sponsor for two consecutive months and/or the Index Sponsor announces that it will no longer continue to publish or announce the Index and/or the Index Sponsor cancels the Index then the Calculation Agent shall determine a successor index (**a Successor Index**) (in lieu of any previously applicable Index) for the purposes of the Notes as follows:

- (a) if Related Bond is specified as applicable in the applicable Final Terms, the Calculation Agent shall determine a Successor Index by reference to the corresponding successor index determined under the terms and conditions of the Related Bond;
- (b) if Related Bond is specified as not applicable in the Final Terms or a Related Bond Redemption Event has occurred, the Calculation Agent shall ask five leading independent dealers to state what the replacement index for the Index should be. If between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same index, this index will be deemed the Successor Index. If three responses are received, and two or more leading independent dealers state the same index, this index will be deemed the Successor Index;
- (c) If no Successor Index has been deemed under (a) above or if fewer than three responses are received under (b) above by the Cut-Off Date the Calculation Agent will determine an appropriate alternative index for the relevant Payment Date, and such index will be deemed a Successor Index; or
- (d) if the Calculation Agent determines that there is no appropriate alternative index, there will be deemed to be no Successor Index and an Index Cancellation will be deemed to have occurred.

For the avoidance of doubt, the Calculation Agent shall determine the date on which the Successor Index shall be deemed to replace the Index for the purposes of the Notes. Notice of the determination of a Successor Index, the effective date of the Successor Index or the occurrence of an Index Cancellation will be given to holders of the Notes by the Issuer in accordance with Condition 14.

23.3 *Adjustments*

- (a) *Substitute Index Level*

If the Calculation Agent determines a Substitute Index Level in accordance with Condition 23.1 "Delay in Publication" above, the Calculation Agent may make any adjustment or adjustments (without limitation) to (A) the Substitute Index Level determined in accordance with Condition 23.1 "Delay in Publication" above and/or (B) interest payable under the Notes (if any) and/or any other relevant term of the Notes, in each case, as the Calculation Agent deems necessary. The Issuer shall give notice to the holders of the Notes of any such adjustment in accordance with Condition 14.

(b) *Successor Index*

If a Successor Index is determined in accordance with Condition 23.2 "Successor Index" above, the Calculation Agent may make any adjustment or adjustments (without limitation) to the interest payable under the Notes (if any) and/or any other relevant term of the Notes as the Calculation Agent deems necessary. The Issuer shall give notice to the holders of the Notes of any such adjustment or amount in accordance with Condition 14.

(c) *Index Level Adjustment Correction*

(i) If, within 30 days of publication or at any time prior to an Interest Determination Date in respect of which a Relevant Level will be used in any calculation or determination in respect of such Interest Determination Date, the Calculation Agent determines that the Index Sponsor has corrected the Relevant Level to correct a manifest error, the Calculation Agent may make any adjustment to interest payable under the Notes (if any) and/or any other relevant term of the Notes as the Calculation Agent deems appropriate as a result of such correction and/or determine the amount (if any) that is payable as a result of that correction. The Issuer shall give notice to the holders of the Notes of any such adjustment and/or amount in accordance with Condition 14.

(ii) If a Relevant Level is published or announced at any time after the Cut-Off Date in respect of an Interest Determination Date in respect of which a Substitute Index Level was determined, the Calculation Agent may either (I) determine that such Relevant Level shall not be used in any calculation or determination under the Notes and that the Substitute Index Level shall be deemed to be the definitive Relevant Level for the relevant Reference Month, or (II) make any adjustment to the interest payable under the Notes (if any) and/or any other relevant term of the Notes as it deems appropriate as a result of the announcement or publication of the Relevant Level and/or determine the amount (if any) that is payable as a result of such publication or announcement. The Issuer shall give notice to the holders of the Notes of any determination in respect of (I) or (II), together with any adjustment or amount in respect thereof, in accordance with Condition 14.

(iii) *Currency*

If the Calculation Agent determines that any event occurs affecting the Specified Currency (whether relating to its convertibility into other currencies or otherwise) which the Calculation Agent determines necessitates an adjustment or adjustments (without limitation) to interest payable under the Notes, (if any) and/or any other relevant term of the Notes (including the date on which any amount is payable by the Issuer), the Calculation Agent may make such adjustment or adjustments to interest payable under the Notes (if any) and/or any other relevant term of the Notes as the Calculation Agent deems necessary. The Calculation Agent shall give notice to the holders of the Notes of any such adjustment in accordance with Condition 14.

(d) *Rebasing*

If the Calculation Agent determines that the Index has been or will be rebased at any time, the Index as so rebased (the **Rebased Index**) will be used for purposes of determining the Relevant Level from

the date of such rebasing; provided, however, that the Calculation Agent may make (A) if Related Bond is specified as applicable in the applicable Final Terms, any adjustments as are made pursuant to the terms and conditions of the Related Bond, if any, to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as before the rebasing, and/or (B) if Related Bond is specified as not applicable in the applicable Final Terms or a Related Bond Redemption Event has occurred, the Calculation Agent may make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Index before it was rebased, and in each case the Calculation Agent may make any adjustment(s) to interest payable under the Notes (if any) and/or any other term of the Notes as the Calculation Agent may deem necessary. If the Calculation Agent determines that neither (A) nor (B) above would produce a commercially reasonable result, the Calculation Agent may redeem each Note on a date notified by the Issuer to Noteholders in accordance with Condition 14 at its fair economic value as determined by the Calculation Agent as at the date of redemption taking into account the rebasing, less the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any adjustment, redemption of the Notes or determination pursuant to this paragraph shall be given to Noteholders in accordance with Condition 14.

(e) *Index Modification*

- (i) If, in relation to Notes relating to the Index on or prior to the Cut-Off Date in respect of any Interest Determination Date, the Calculation Agent determines that an Index Modification has occurred the Calculation Agent may (I) if Related Bond is specified as applicable in the applicable Final Terms, make any adjustments to the Index, any Relevant Level and/or any other relevant term of the Notes (including, without limitation, interest payable under the Notes (if any)), consistent with any adjustments made to the Related Bond as the Calculation Agent deems necessary, or (II) if Related Bond is specified as not applicable in the Final Terms or a Related Bond Redemption Event has occurred, make only those adjustments to the relevant Index, any Relevant Level and/or any other term of the Notes (including, without limitation, the interest payable under the Notes (if any)), as the Calculation Agent deems necessary for the modified Index to continue as the Index and to account for the economic effect of the Index Modification.
- (ii) If the Calculation Agent determines that an Index Modification has occurred at any time after the Cut-Off Date in respect of any Interest Determination Date, the Calculation Agent may determine either to ignore such Index Modification for the purposes of any calculation or determination made by the Calculation Agent with respect to such Interest Determination Date, in which case the relevant Index Modification will be deemed to have occurred with respect to the immediately succeeding Interest Determination Date such that the provisions of subparagraph (i) above will apply, or, notwithstanding that the Index Modification has occurred following the Cut-Off Date, to make any adjustments as the Calculation Agent deems fit in accordance with subparagraph (i) above.

(f) *Index Cancellation*

If the Calculation Agent determines that an Index Cancellation has occurred, the Issuer may redeem each Note on the date notified by the Issuer to Noteholders in accordance with Condition 14 at its fair economic value (as determined by the Calculation Agent) as at the date of redemption taking into account the Index Cancellation, less the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any redemption of the Notes pursuant to this paragraph shall be given to Noteholders in accordance with Condition 14.

(g) *Change in law*

If the Calculation Agent determines that a Change in Law has occurred, the Issuer may redeem each Note on the date notified by the Issuer to Noteholders in accordance with Condition 14 at its fair

economic value (as determined by the Calculation Agent) as at the date of redemption taking into account the Change in Law, less the cost to the Issuer of unwinding or amending any related underlying hedging arrangements. Notice of any redemption of the Notes pursuant to this paragraph shall be given to Noteholders in accordance with Condition 14.

(h) *Additional Definitions*

Change in Law means that, on or after the Issue Date (as specified in the applicable Final Terms) (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), or (b) due to the promulgation of any change in the interpretation by any court, tribunal or regulatory authority), the Issuer determines that in its sole and absolute discretion that it is unable to perform its obligations in respect of the Notes or it has become illegal to hold, acquire or dispose of any relevant hedge positions in respect of the Notes.

Cut-Off Date means, in respect of an Interest Determination Date, five Business Days prior to such Interest Determination Date, unless otherwise stated in the applicable Final Terms.

Delayed Index Level Event means, in respect of any Interest Determination Date, that the Index Sponsor fails to publish or announce the level of the Index (the **Relevant Level**) in respect of any Reference Month which is to be used in any calculation or determination to be made by the Calculation Agent in respect of such Interest Determination Date, at any time on or prior to the Cut-Off Date.

Fallback Bond means a bond selected by the Calculation Agent that is a debt obligation of one of the governments (but not any government agency) of France, Germany, Italy or Spain, and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. The Calculation Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Calculation Agent from those bonds. If the Fallback Bond redeems the Calculation Agent will select a new Fallback Bond on the same basis, but selected from all eligible bonds in issue at the time the original Fallback Bond redeems (including any bond for which the redeemed bond is exchanged).

Index means the HCIP, as defined in Part 3 of Annex 2 and related expressions shall be construed accordingly.

Index Cancellation means a level for the Index has not been published or announced for two consecutive months and/or the Index Sponsor cancels the Index and/or the Index Sponsor announces that it will no longer continue to publish or announce the Index and no Successor Index exists.

Index Modification means the Index Sponsor announces that it will make (in the opinion of the Calculation Agent) a material change in the formula for or the method of calculating the Index or in any other way materially modifies the Index.

Index Sponsor means in relation to an Index, the corporation or entity that (a) is responsible for setting and reviewing the rules and procedures and the methods of calculation and adjustments, if any, related to the Index and (b) announces (directly or through an agent) the level of such Index on a regular basis during each Scheduled Trading Day which as of the Issue Date of the Notes is the index sponsor in the applicable Final Terms.

Rebased Index has the meaning given to it under Condition 23.3(d) "Rebasing" above.

Reference Month means the calendar month for which the level of the Index was reported, regardless of when this information is published or announced. If the period for which the Relevant

Level was reported is a period other than a month, the Reference Month shall be the period for which the Relevant Level was reported.

Related Bond means, if specified as applicable in the applicable Final Terms, means the bond specified as such in the applicable Final Terms. If the Related Bond specified in the applicable Final Terms is "Fallback Bond", then for any Related Bond determination, the Calculation Agent shall use the Fallback Bond. If no bond is specified in the applicable Final Terms as the Related Bond and "Fallback Bond: Not Applicable" is specified in the applicable Final Terms there will be no Related Bond. If a bond is selected as the Related Bond in the applicable Final Terms and that bond redeems or matures before the relevant Maturity Date, unless "Fallback Bond: Not Applicable" is specified in the applicable Final Terms, the Calculation Agent shall use the Fallback Bond for any Related Bond determination.

Related Bond Redemption Event means, if specified as applicable in the applicable Final Terms, at any time prior to the Maturity Date, (i) the Related Bond is redeemed, repurchased or cancelled, (ii) the Related Bond becomes repayable prior to its stated date of maturity for whatever reason, or (iii) the issuer of the Related Bond announces that the Related Bond will be redeemed, repurchased or cancelled prior to its stated date of maturity.

Relevant Level has the meaning given to it in the definition of Delayed Index Level Event.

Scheduled Trading Day means the relevant Scheduled Trading Day specified in the applicable Final Terms. If no Scheduled Trading Day is specified as applying in the applicable Final Terms, Scheduled Trading Day shall mean any day on which the Index Sponsor is scheduled to be open for trading.

Successor Index has the meaning given to it in under Condition 23.2 "*Successor Index*" above.

Substitute Index Level means, in respect of a Delayed Index Level Event, the index level determined by the Calculation Agent in accordance with Condition 23.3(a) "*Substitute Index Level*" above.

ANNEX 1

Additional terms and conditions for SPS payouts of Notes

The following terms and conditions (the **SPS Payout Conditions**), subject to completion in the applicable Final Terms, relate to the payouts in respect of the Notes. In particular, certain sections of the Payout Conditions will be set out and completed in the applicable Final Terms. In the event of any inconsistency between the terms and conditions of the Notes (the **Conditions**) and the SPS Payout Conditions, the SPS Payout Conditions shall prevail. The descriptions of the payouts, interest rates and entitlement amounts and/or related provisions included in italics below do not form part of the SPS Payout Conditions, are included for information purposes only and are subject to the detailed terms of the relevant payout, interest rate or entitlement amount, as applicable.

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

1. SPS PAYOUTS

General definitions in relation to SPS Payouts are set out below in Condition 1.4 of the Payout Conditions.

1.1 SPS Final Payouts

The following final payouts (each a **SPS Final Payout**) shall apply to the Notes if specified in the applicable Final Terms:

(a) SPS Final Payout – Reverse Convertibles Notes

If SPS Final Payout - Reverse Convertible Notes is specified as applicable in the applicable Final Terms, the Final Payout per Note is the amount in Settlement Currency, determined by the Calculation Agent as:

(i) if no Knock-in Event has occurred:

NA x Constant Percentage 1

(ii) else:

NA x MAX[Constant Percentage 2 – Gearing x Put Option; 0%]

Where:

Put Option means

$\text{Min} \left[\text{Max} \left(\text{StrikePercentage} \times \text{Final Underlying ReferenceValue}, \text{FloorPercentage} \right), \text{Cap Percentage} \right]$

Provided That (aa) if the provisions of sub-paragraph (i) of this Payout Condition 1.1(a) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (ii) of this Payout Condition 1.1(a) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms, no Redemption Amount will be payable and Physical Delivery will apply.

Description of Payout and explanation of how the value of investment is affected by the value of the underlying

The Payout will be an amount per Note in the Settlement Currency equal to:

if no Knock-in Event has occurred, the Calculation Amount per Note, multiplied by the Constant Percentage 1 (plus the applicable coupon rate - if any - as specified in the Final Terms);

if a Knock-in Event has occurred, the Calculation Amount per Note, multiplied by the difference (if positive) of (i) Constant Percentage 2 and (ii) 100% (Gearing) of the Put Option. The Put Option is determined by the difference between (i) the Strike Percentage and (ii) the performance of the Underlying Reference (calculated as being the Final Underlying Reference Value) such difference being floored at the Floor Percentage and capped at the Cap Percentage;

Fluctuations in the Exchange Rate of the relevant currency will also affect the value of the Notes, when FX Conversion is specified as applicable in the Final Terms.

Graphical examples

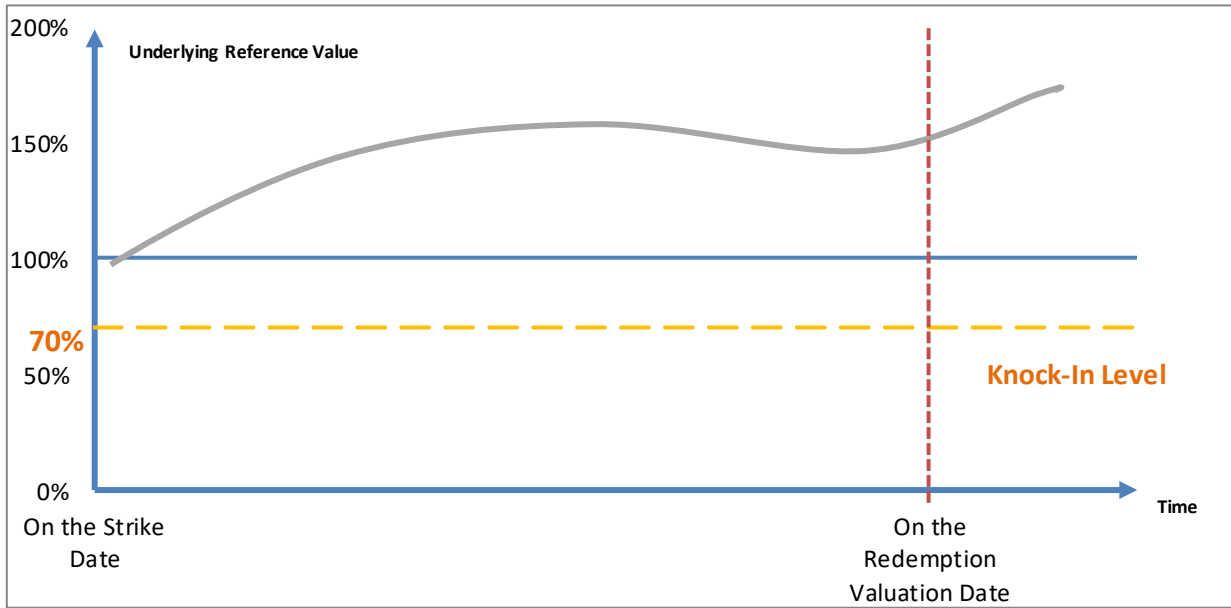
*The illustrative examples below are hypothetical and represent positive, neutral and negative scenarios but **do not** depict every possible outcome or return. The hypothetical returns as described below **are not** indicative for the actual return of a particular product.*

In the following scenarios:

- Gearing is equal to 100%;
- Strike Percentage is equal to 100%;
- Constant Percentage 1 is equal to 100%;
- Constant Percentage 2 is equal to 100%;
- Floor Percentage is equal to 0%;
- Knock-in Level is equal to 70%
- Cap Percentage is equal to 100%; and
- One Knock-in Determination Day being the Redemption Valuation Date (for the avoidance of doubt, there might be multiple Knock-in Determination Days).

Positive scenario: *The Underlying Reference performs positively and no Knock-in Event has occurred.*

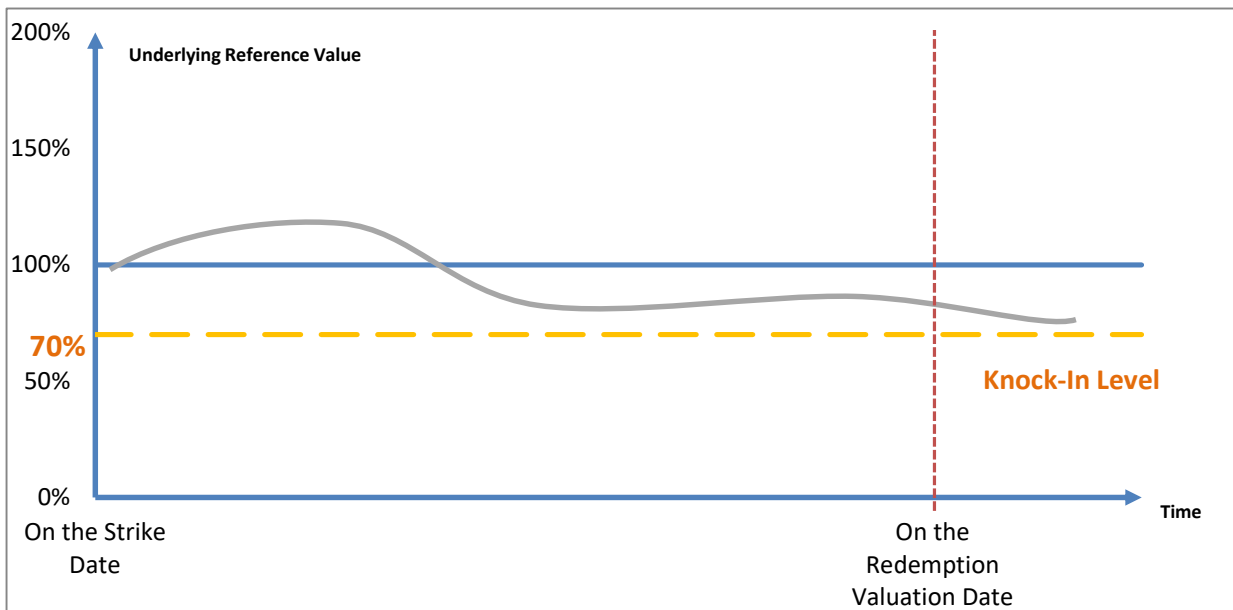
The Underlying Reference performs positively; the Underlying Reference Value on the Redemption Valuation Date is above its initial value and no Knock-in Event has occurred, which allows the Holder of Notes to benefit from capital protection (i.e. 100% in this example).



The Holder of Notes will receive an amount equal to the Calculation Amount per Note, multiplied by (i) the Constant Percentage 1 (i.e. 100% in this example) plus (ii) the applicable coupon rate (if any).

Neutral scenario: Negative performance of the Underlying Reference but no Knock-in Event has occurred.

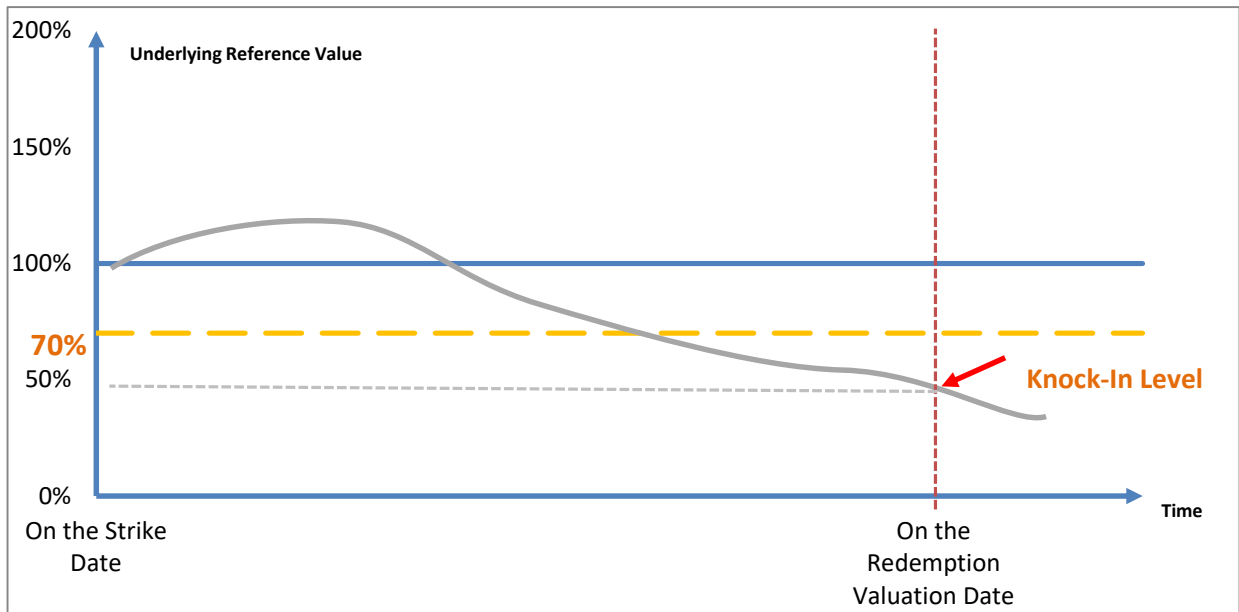
The Underlying Reference Value (75% in the example) on the Redemption Valuation Date is less than its initial value but above the Knock-in Level. Therefore no Knock-in Event has occurred.



The Holder of Notes will receive an amount equal to the Calculation Amount per Note, multiplied by (i) the Constant Percentage 1 (i.e. 100% in this example) plus (ii) the applicable coupon rate (if any).

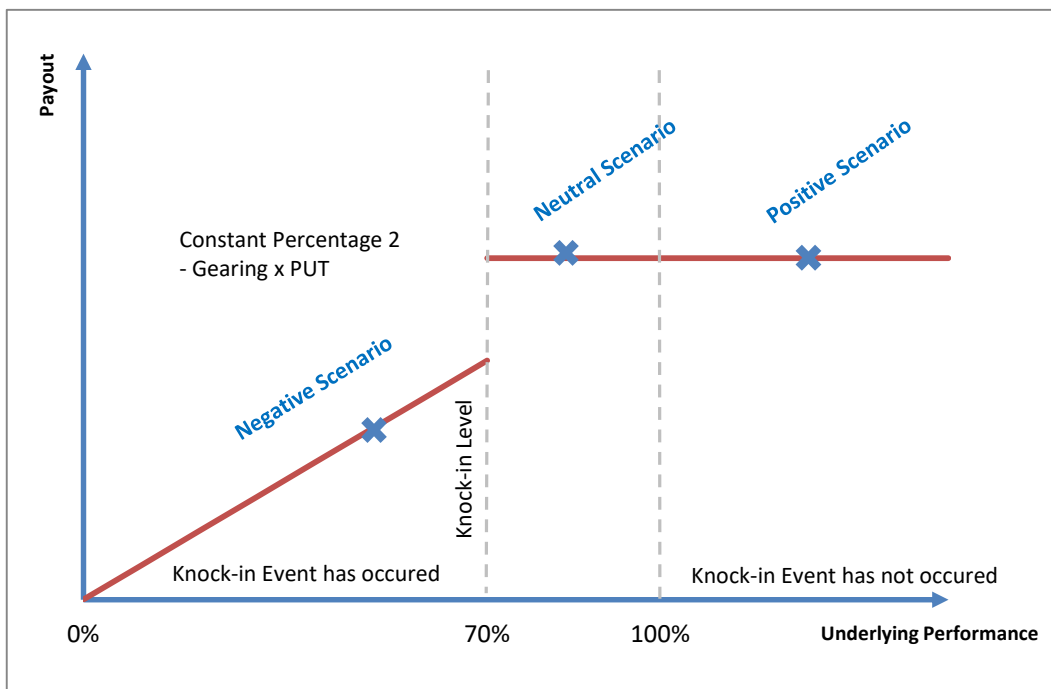
Negative scenario: Negative performance of the Underlying Reference and a Knock-in Event has occurred.

On the Redemption Valuation Date the Underlying Reference Value is less than its initial level (60% in this example) and below the Knock-in Level. Therefore a Knock-in Event has occurred.



The Holder of Notes will receive an amount equal to the Calculation Amount per Note, multiplied by (i) the difference of (x) the Constant Percentage 2 minus (y) 100% (Gearing) of the value of the "Put Option" (equal to 60% in this example, calculated as $60\% = 100\% - 100\% \times \text{Max}[(100\% - 60\%); 0\%]$) plus (ii) the applicable coupon rate (if any). The Holder of Notes has made a loss as the Underlying Reference has performed negatively and at a lower level than the Knock-in Level in this specific case.

Illustration for all three scenarios:



(b) **SPS Final Payout – Vanilla Call Notes**

If SPS Final Payout - Vanilla Call Notes is specified as applicable in the applicable Final Terms:

1) If Cap Percentage is specified as not applicable in the applicable Final Terms:

$$NA \times [\text{ConstantPercentage} + \text{Gearing} * \text{Max}(\text{Final Underlying Reference Value} - \text{Strike Percentage}; \text{Floor Percentage})]$$

2) If Cap Percentage is specified as applicable in the applicable Final Terms:

$$NA \times [\text{ConstantPercentage} + \text{Gearing} * \text{Min}(\text{Max}(\text{Final Underlying Reference Value} - \text{Strike Percentage}; \text{Floor Percentage}); \text{Cap Percentage})]$$

Description of Payout and explanation of how the value of investment is affected by the value of the underlying

- *The Payout per Note will be an amount in the Settlement Currency equal to the Calculation Amount per Note, multiplied by the sum of (i) the Constant Percentage 1 and (ii) 100% (Gearing) of the excess of the performance of the Underlying Reference (calculated as the Final Underlying Reference Value) over the Strike Percentage, subject to a Floor Percentage and eventually to a Cap Percentage.*
- *Fluctuations in the Exchange Rate of the relevant currency will also affect the value of the Notes, when FX Conversion is specified as applicable in the Final Terms.*

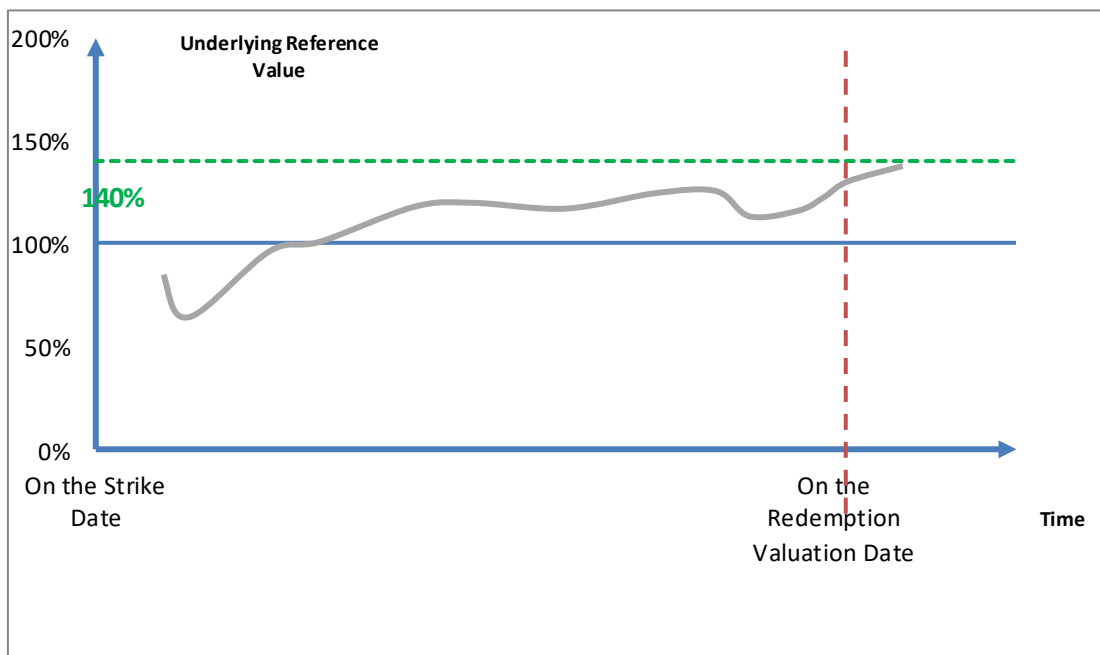
Graphical examples

The illustrative examples below are hypothetical and represent positive, neutral and negative scenarios but do not depict every possible outcome or return. The hypothetical returns as described below are not indicative for the actual return of a particular product.

In the following scenarios:

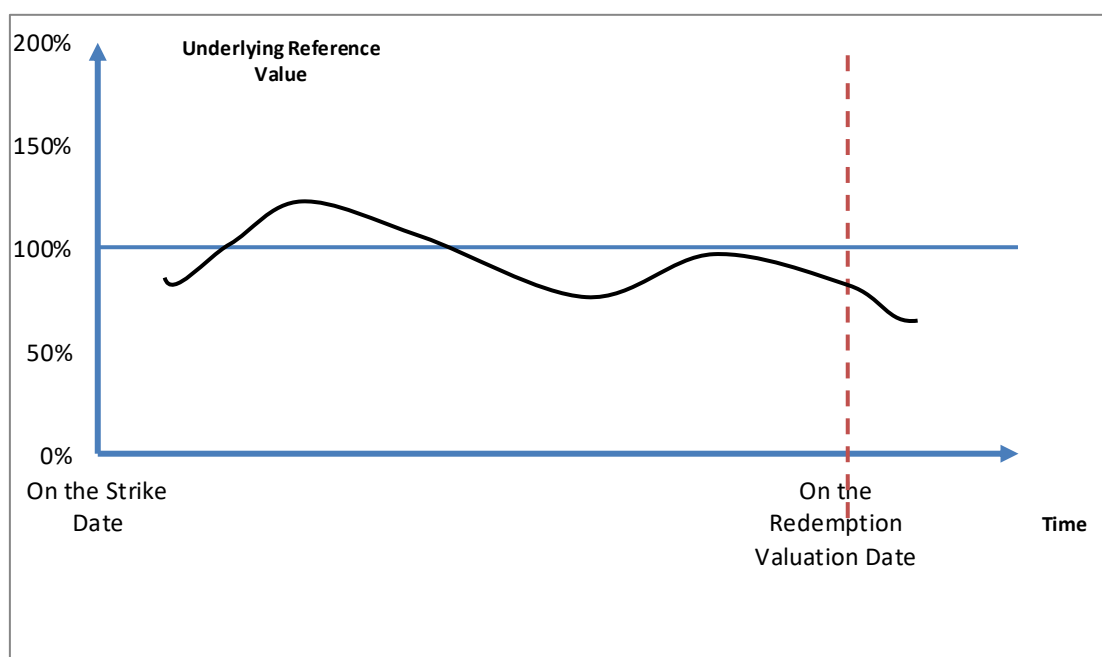
- *Gearing is equal to 100%;*
- *Strike Percentage is equal to 100%;*
- *Constant Percentage 1 is equal to 100%; and*
- *Floor Percentage is equal to 0%.*

Positive scenario: The Underlying Reference performs positively; the Underlying Reference Value on the Redemption Valuation Date is above the Strike Percentage.



On the Redemption Date, the Holder of the Note will receive an amount equal to the Calculation Amount per Note, multiplied by the sum of (i) the Constant Percentage 1 and (ii) 100% (Gearing) of the performance of the Underlying Reference Value (i.e. $140\% = 100\% + 100\% \times (140\% - 100\%)$ in this example) plus the applicable coupon rate (if any), such performance being calculated as the difference between the Final Underlying Reference Value and the Strike Percentage. The Holder of Notes has made a gain as the Underlying Reference has performed positively.

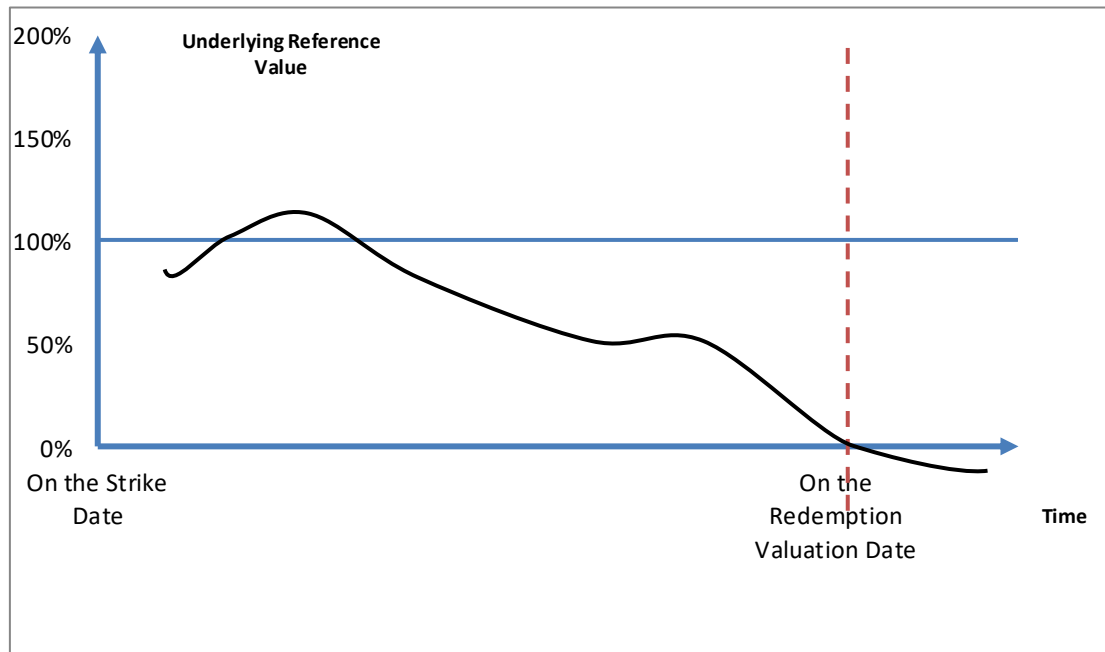
Neutral scenario: The Underlying Reference Value on the Redemption Valuation Date is equal to the Strike Percentage.



On the Redemption Valuation Date, the Underlying Reference Value is equal to the Strike Percentage (so neither a positive or negative performance of the Underlying Reference), then the Holder of Notes will receive an amount equal to the Calculation Amount per Note,

multiplied by the sum of (i) a fixed percentage (i.e. 100% in this example) equal to the sum of the Constant Percentage 1 (i.e. 100%) plus (ii) the applicable coupon rate (if any). In case the Floor Percentage is above 0%, then the Holder of the Note will receive additionally the Floor Percentage, multiplied with the Gearing.

Negative scenario: The Underlying Reference performs negatively; the Underlying Reference Value on the Redemption Valuation Date is less than Strike Percentage.



In this scenario, Holder of Notes will benefit from capital protection: on the Redemption Date, the Holder of Notes will receive an amount equal to the Calculation Amount per Note, multiplied by sum of (i) the Constant Percentage 1 (i.e. 100%) plus (ii) the applicable coupon rate (if any). In case the Floor Percentage is above 0%, then the Holder of the Note will receive additionally the Floor Percentage, multiplied with the Gearing.

(c) Autocall Notes

If Autocall Notes is specified as applicable in the applicable Final Terms:

(i) If the Final Redemption Condition is satisfied:

$$NA \times [\text{Constant Percentage 1} + \text{FR Exit Rate}]; \text{ or}$$

(ii) if the Final Redemption Condition is not satisfied and no Knock-in Event has occurred:

$$NA \times [\text{Constant Percentage 2} + \text{Coupon Airbag Percentage}]; \text{ or}$$

(iii) if the Final Redemption Condition is not satisfied and a Knock-in Event has occurred:

$$NA \times [\text{Max} (\text{Constant Percentage 3} + \text{Gearing} \times \text{Option}; 0\%)]$$

where:

Coupon Airbag Percentage means the percentage specified as such in the applicable Final Terms;

Final Redemption Condition mean than the FR Barrier Value for the relevant SPS FR Barrier Valuation Date is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Condition Level;

Final Redemption Condition Level means the percentage, amount or number specified as such in the applicable Final Terms;

SPS FR Barrier Valuation Date means each Valuation Date specified as such in the applicable Final Terms; and

FR Barrier Value means, in respect of a SPS FR Barrier Valuation Date, the value from Annex 1 Conditions 1.6, 1.7 or 1.8 specified as such in the applicable Final Terms;

FR Exit Rate means the rate specified as such in the applicable Final Terms;

Option means Put, Put Spread, or Forward as specified in the applicable Final Terms;

Forward means Final Redemption Value – Strike Percentage;

Put means $\text{Max}(\text{Strike Percentage} - \text{Final Redemption Value}; 0)$; and

Put Spread means $\text{Min}(\text{Max}(\text{Strike Percentage} - \text{Final Redemption Value}; 0); \text{Cap Percentage})$,

Provided that (aa) if the provisions of sub-paragraph (i) of this Payout Condition 1.1(c) apply and Physical Delivery Option 1 is specified as applicable in the applicable Final Terms or (bb) if the provisions of sub-paragraph (ii) of this Payout Condition 1.1(c) apply and Physical Delivery Option 2 is specified as applicable in the applicable Final Terms or (cc) if the provisions of sub-paragraph (iii) of this Payout Condition 1.1(c) apply and Physical Delivery Option 3 is specified as applicable in the applicable Final Terms, no Redemption Amount will be payable and Physical Delivery will apply.

Description of the Payout

The Payout comprises:

- *if the Final Redemption Condition is satisfied, a fixed percentage plus a final exit rate (equal to the FR Exit Rate);*
- *if the Final Redemption Condition is not satisfied and no Knock-In Event has occurred, a fixed percentage (that may differ from the above fixed percentage);*
- *if the Final Redemption Condition is not satisfied, a Knock-In Event has occurred and Option is Put or Put Spread no fixed percentage and indexation to the value of the Underlying Reference(s) below the Strike Percentage; or*
- *if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is Forward, no fixed percentage and indexation to the value of the Underlying Reference(s); or*

- *if the Final Redemption Condition is not satisfied, a Knock-in Event has occurred and Option is EDS, a percentage that depends on how many Underlying Reference(s) in the basket have a value greater than the EDS Barrier Percentage. When Gearing is positive the higher the number of Underlying Reference(s) with a value above this barrier the higher the percentage.*
- *Physical Delivery may also apply.*

1.2 SPS Automatic Early Redemption Payout

If SPS Automatic Early Redemption Payout is specified as applicable in the applicable Final Terms and an Automatic Early Redemption Event occurs, the Payout per Note for the relevant Automatic Early Redemption Date is the amount in Settlement Currency, determined by the Calculation Agent as:

$$NA \times (\text{AER Redemption Percentage} + \text{AER Rate}(i))$$

Where:

AER Redemption Percentage means the percentage specified as such in the applicable Final Terms; and

AER Rate (i) means the rate or the rates (if different rates apply for different Automatic Early Redemption Valuation Dates(i)) specified as such or determined in the manner set out in the applicable Final Terms.

1.3 SPS Entitlement Amounts

The following Entitlement Amounts (each an Entitlement Amount) will apply to the Notes if specified in the applicable Final Terms, subject as provided in Payout Condition 1.3(d) below:

(a) Delivery of Worst-Performing Underlying

If Delivery of Worst-Performing Underlying is specified as applicable in the applicable Final Terms:

$$NA \times \text{Redemption Payout} / \text{Worst Performing Underlying Reference Closing Price Value}(i) \times \text{FX}(i)$$

Where:

Worst Performing Underlying Reference Closing Price Value(i) is the Underlying Reference Closing Price Value(i) on the relevant SPS Valuation Date in respect of the Underlying Reference with the Worst Value on such date; and

FX(i) is the relevant Underlying Reference FX Level(i) on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

(b) Delivery of Best-Performing Underlying

If Delivery of Best-Performing Underlying is specified as applicable in the applicable Final Terms:

$$NA \times \text{Redemption Payout} / \text{Best Performing Underlying Reference Closing Price Value}(i) \times \text{FX}(i)$$

Where:

Best-Performing Underlying Reference Closing Price Value(i) is the Underlying Reference Closing Price Value(i) on the relevant SPS Valuation Date in respect of the Underlying Reference with the Best Value on such date; and

FX(i) is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

- (c) Delivery of the Underlying

If Delivery of the Underlying is specified as applicable in the applicable Final Terms:

$NA \times \text{Redemption Payout} / (\text{Underlying Reference Closing Price Value} \times \text{FX}(i))$

Where:

Underlying Reference Closing Price Value is the Underlying Reference Closing Price Value on the relevant SPS Valuation Date; and

FX(i) is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

- (d) Rounding and Residual Amount

The Entitlement Amount will be rounded down to the nearest unit of each Relevant Asset capable of being delivered and in lieu thereof the Issuer will pay an amount equal to:

$NA \times \text{Redemption Payout} - \sum_{k=1}^k \text{Number}(k,i) * \text{FX}_{(k,i)} * \text{Underlying Reference Closing Price Value}_{(k,i)}$

Number (k,i) is equal to the Entitlement Amount for the relevant Underlying Reference(k) and SPS Valuation Date(i)

Underlying Reference Closing Price Value(k,i) is the Underlying Reference Closing Price Value(i) on the relevant SPS Valuation Date in respect of the relevant Underlying Reference(k); and

FX(k,i) is the relevant Underlying Reference FX Level on the relevant SPS Valuation Date or if that is not a Business Day the immediately succeeding Business Day.

1.4 SPS Coupon Rate Payouts

The following Coupon Rate(s) will apply to the Notes if specified in the applicable Final Terms:

- (a) **Coupon Rate Payout – SPS Digital Coupon**

If Coupon Rate Payout – SPS Digital Coupon is specified as applicable in the applicable Final Terms:

- (i) If the Digital Coupon Condition is satisfied in respect of Interest Valuation Date(i):

$NA \times \text{Rate}(i)$; or

- (ii) if the Digital Coupon Condition is not satisfied in respect of Interest Valuation Date(i):

NA x zero.

Where:

Digital Coupon Condition means that the Underlying Reference Value, is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Barrier Level in respect of the relevant Interest Valuation Date.

Barrier Level means the number, amount or percentage specified as such in the applicable Final Terms.

Description of Coupon Rate Payout - Digital Coupon

A Digital Coupon provides that the Notes bear or pay interest at a specified rate for a relevant period if the Digital Coupon Condition is met. If the Digital Coupon Condition is not met then the Notes will pay no interest for the relevant period.

(b) Coupon Rate Payout – SPS Snowball Digital Coupon

If Coupon Rate Payout – SPS Snowball Digital Coupon is specified as applicable in the applicable Final Terms:

- (i) if the Snowball Digital Coupon Condition is satisfied in respect of Interest Valuation Date(i):

NA x (Rate_(i) + SumRate_(i)); or

- (ii) if the Snowball Digital Coupon Condition is not satisfied in respect of Interest Valuation Date(i):

NA x zero.

Where:

Snowball Date means each date on which the relevant Snowball Digital Coupon Condition is satisfied;

Snowball Digital Coupon Condition means that the Underlying Reference Value is (a) greater than, (b) less than, (c) equal to or greater than or (d) less than or equal to, as specified in the applicable Final Terms, the Snowball Level in respect of the relevant Interest Valuation Date;

Snowball Level means the number, amount or percentage specified as such in the applicable Final Terms; and

SumRate(i) means the sum of Rate(i) for each Interest Valuation Date, in the period from (but excluding) the last occurring Snowball Date (or if none the Issue Date) to (but excluding) the relevant Interest Valuation Date.

Description of Coupon Rate Payout - Snowball Digital Coupon

A Snowball Digital Coupon provides that the Notes bear or pay interest on the basis of a Snowball Digital Coupon Condition being met, with a memory effect which allows any interest not paid in respect of a relevant period to be paid at a later date if certain conditions are met.

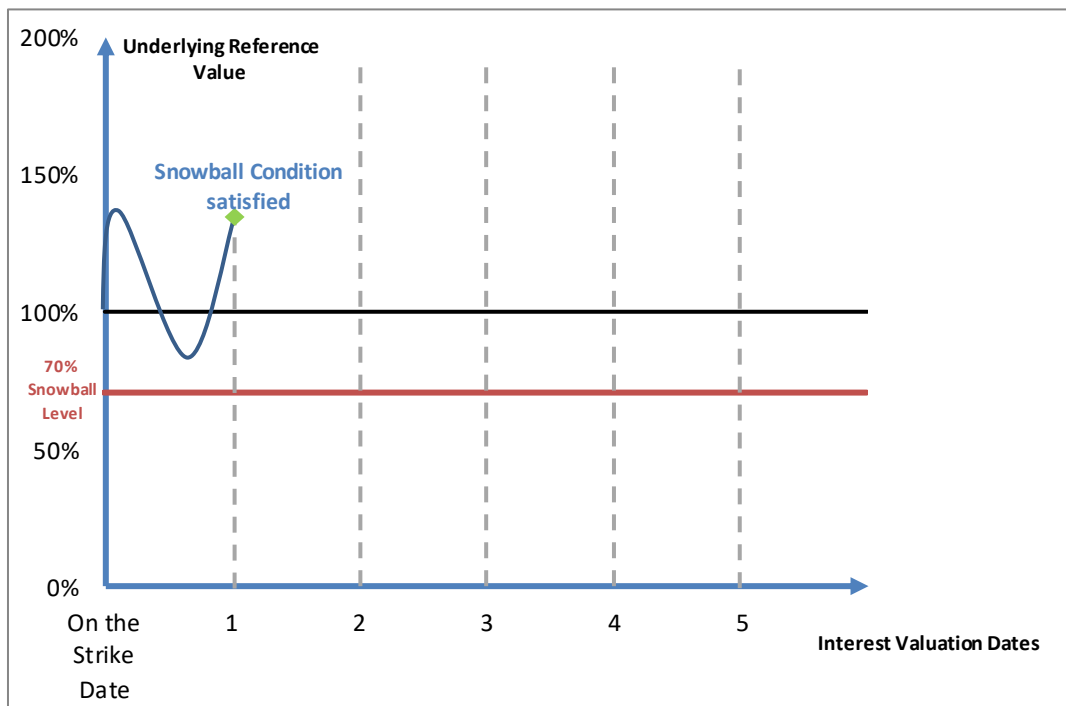
Graphical examples

In these illustrative examples:

- the Snowball Digital Coupon Condition is satisfied when the Underlying Reference Value (in the present example the performance of a Share) for the relevant Interest Valuation Date (each annual observation date (i) from 1 to 5) is equal to or greater than the Snowball Level (70%); and
- The Rate is 6.5%.

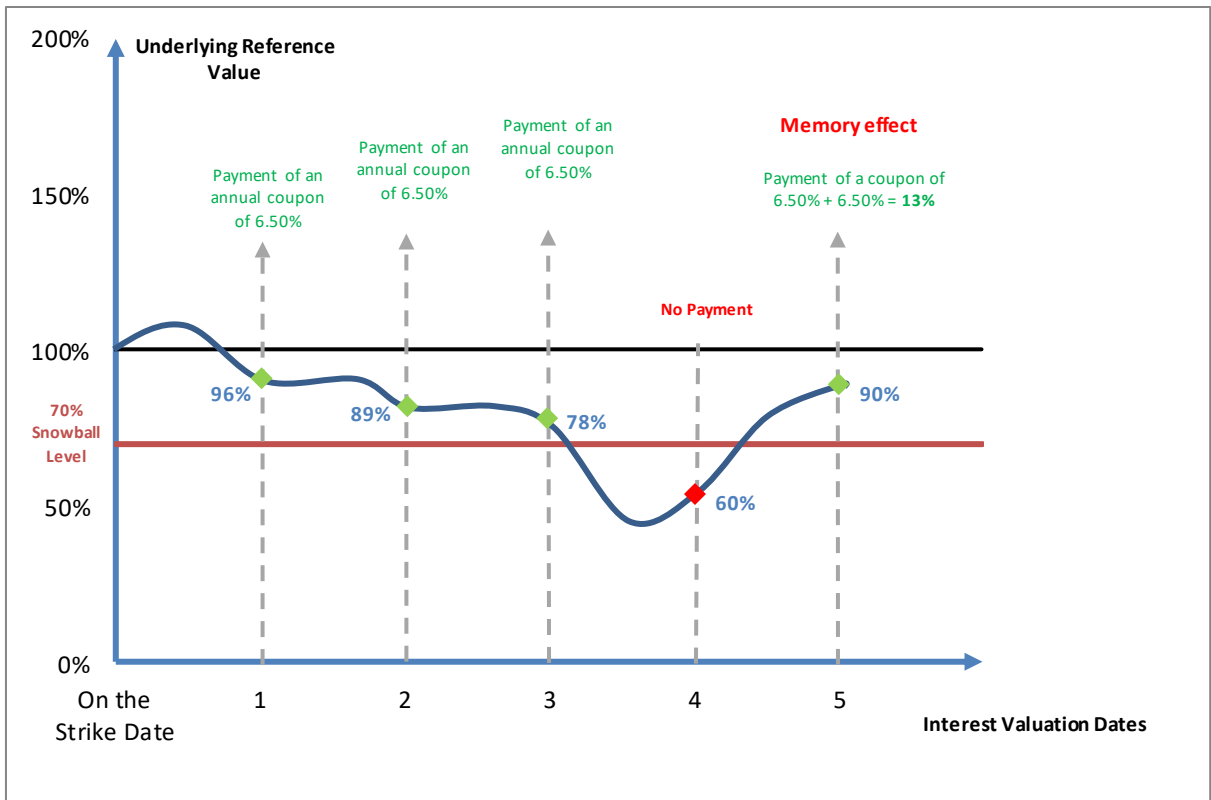
Illustration of the Snowball Digital Coupon:

The Underlying Reference Value is greater than the Snowball Level on the first annual Valuation Date.



On the first Interest Valuation Date, the Underlying Reference Value is (i) greater than the Snowball Level, the Snowball Digital Coupon Condition is satisfied, then a coupon will be paid ($Rate(i=1) = 6.5\%$; $SumRate(i=1) = 0\%$). The coupon received by the Holder of the Note is 6.5% of the Calculation Amount per Note.

Illustration of the memory effect:



The Underlying Reference Value is greater than the Snowball Level on the first three annual Valuation Dates, below the Snowball Level on the fourth Interest Valuation Date and greater than the Snowball Level on the last Interest Valuation Date.

On each Interest Valuation Date (i) from 1 to 3, the Underlying Reference Value is greater than 70%, then the Snowball Digital Coupon (i) will be equal to 6.5%. The Snowball Date will be each relevant Interest Valuation Date (i) from 1 to 3 and the Holder of Notes will receive a coupon rate of 6.5% of the Calculation Amount per Note on each relevant Interest Payment Date (i) from 1 to 3.

On the fourth Interest Valuation Date (i=4), the Underlying Reference Value is less than 70%, then the Snowball Digital Coupon Condition is not satisfied and the Snowball Digital Coupon is zero, no coupon will be paid with respect to the fourth Interest Valuation Date (i=4) and the Snowball Date is the third Interest Valuation Date (i=3).

On the fifth (last) Interest Valuation Date, the Underlying Reference Value is greater than 70%, then the Snowball Digital Coupon (i) will be equal to the sum of the 6.5% coupon for the fifth Interest Valuation Date (i=5) and the coupon of 6.5% which has not been paid in the previous year 4 (i=4) (the memory effect).

Therefore, on the last Interest Payment Date, the Holder of Notes will receive a Snowball Digital Coupon of 13% (being equal to 6.5% + 6.5% due to the memory effect) of the Calculation Amount per Note.

1.5 General Definitions for SPS Payouts

Cap Percentage means the percentage equal to, or higher than, 0% of the Strike Level as specified in the applicable Final Terms, which is used in SPS Final Payout – Vanilla Call Notes and in SPS Final Payout - Reverse Convertible Notes (if a Knock-in Event has occurred) to limit the value of the optional component. The Put Option will apply and possibly reduce the Payout, such Put Option being capped by the Cap Percentage. A lower Cap Percentage results in a higher potential amount payable under the Payout. A higher Cap Percentage results in a lower potential amount payable under the Payout;

Constant Percentage 1 means the percentage, specified as such in the applicable Final Terms, which is used to calculate the fixed component of the SPS Final Payout – Reverse Convertible Notes (in case no Knock-in Event has occurred), of the SPS Final Payout – Vanilla Call Notes or of the Autocall Notes. A lower Constant Percentage 1 results in a lower potential amount payable under the Payout. A higher Constant Percentage 1 results in a higher potential amount payable under the Payout;

Constant Percentage 2 means the percentage, specified as such in the applicable Final Terms, which is used to calculate the optional component of the SPS Final Payout – Reverse Convertible Notes (if a Knock-in Event has occurred) or of the Autocall Notes. A lower Constant Percentage 2 results in a lower potential amount payable under the Payout. A higher Constant Percentage 2 results in a higher potential amount payable under the Payout;

Constant Percentage 3 means the percentage, specified as such in the applicable Final Terms, which is used to calculate the optional component of the Autocall Notes. A lower Constant Percentage 3 results in a lower potential amount payable under the Payout. A higher Constant Percentage 3 results in a higher potential amount payable under the Payout;

Floor Percentage means the percentage, specified as such in the applicable Final Terms, which is used to floor the optional component of the SPS Final Payout – Reverse Convertible Notes (if a Knock-in Event has occurred) or of the SPS Final Payout – Vanilla Call Notes. In the case of the SPS Final Payout – Reverse Convertible Notes, assuming a positive Gearing, a lower Floor Percentage results in a higher potential amount payable under the Payout and a higher Floor Percentage results in a lower potential amount payable under the Payout. In the case of the SPS Final Payout – Vanilla Call Notes, assuming a positive Gearing, a lower Floor Percentage results in a lower potential amount payable under the Payout and a higher Floor Percentage results in a higher potential amount payable under the Payout;

Gearing means the percentage, specified as such in the applicable Final Terms, which is used to calculate the optional component of the SPS Final Payout – Reverse Convertible Notes (if a Knock-in Event has occurred) or of the SPS Final Payout – Vanilla Call Notes. Such multiplication factor is used to determine the exposure of the Security to the optional component of such Payouts. In the case of the SPS Final Payout – Reverse Convertible Notes, a lower Gearing results in a higher potential amount payable under the Payout and a higher Gearing results in a lower potential amount payable under the Payout. In the case of the SPS Final Payout – Vanilla Call Notes, a lower Gearing results in a lower potential amount payable under the Payout and a higher Gearing results in a higher potential amount payable under the Payout;

NA means, in respect of a Note, the Calculation Amount per Note, as specified in the applicable Final Terms;

Rate(i) means, in respect of an Interest Valuation Date; the fixed rate specified in the applicable Final Terms;

Redemption Payout means the SPS Final Payout as specified in the applicable Final Terms;

SPS Final Payout means the final payouts as described under 1.1 of this Annex.

SPS Valuation Date means each Valuation Date, Knock-in Determination Day, Automatic Early Redemption Valuation Date, SPS FR Barrier Valuation Date or Strike Date, specified as such in the applicable Final Terms;

SPS Valuation Period means each period specified as such or Knock-in Determination Period specified as such in the applicable Final Terms;

Strike Percentage means the percentage, specified as such in the applicable Final Terms, used as strike in the optional component of the SPS Final Payout – Reverse Convertible Notes (if a Knock-in Event has occurred) or of SPS Final Payout – Vanilla Call Notes. In the case of the SPS Final Payout – Reverse Convertible Notes, a lower Strike Percentage results in a higher potential amount payable under the Payout and a higher Strike Percentage results in a lower potential amount payable under the Payout. In the case of the SPS Final Payout – Vanilla Call Notes, a lower Strike Percentage results in a higher potential amount payable under the Payout and a higher Strike Percentage results in a lower potential amount payable under the Payout; and

Underlying Reference means, for the purposes of the SPS Payouts, each Index or each Share to which the relevant securities relate.

1.6 Basic Value Definitions for SPS Payouts

Best Value means, in respect of a SPS Valuation Date, the highest Single Underlying Reference Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date;

Worst Value means, in respect of a SPS Valuation Date, the lowest Single Underlying Reference Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date;

Basket Value means, in respect of a SPS Valuation Date, the sum of the values calculated for each Underlying Reference in the Basket as (a) the Single Underlying Reference Value for such Underlying Reference in respect of such SPS Valuation Date multiplied by (b) the relevant Underlying Reference Weighting;

Final Underlying Reference Value means, in respect of an Underlying, the Underlying Reference Value on the Redemption Valuation Date;

Underlying Reference Value means, (i) the Single Underlying Reference Value or (ii) the Basket Value or (iii) the Best Value or (iv) the Worst Value;

Underlying Reference Weighting means, in respect of an Underlying Reference, the number, amount or percentage specified as such for such Underlying Reference in the applicable Final Terms;

Single Underlying Reference Value means, in respect of an Underlying Reference and a SPS Valuation Date, (a) (i) the Underlying Reference Closing Price Value for such Underlying Reference in respect of such SPS Valuation Date (ii) divided by the relevant Underlying Reference Strike Price and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value;

FX Value means, in respect of an Underlying Reference and a day, Underlying Reference FX Level for such day divided by Underlying Reference FX Strike Level;

Underlying Reference FX Level means, in respect of an Underlying Reference and a day, the rate of exchange between the currencies (including any rates of exchange pursuant to which the relevant

rate of exchange is derived) and determined from the source(s) and at the time, in each case specified in the applicable Final Terms for such Underlying Reference on such day;

Underlying Reference FX Strike Level means in respect of an Underlying Reference: (a) the rate specified as such in the applicable Final Terms; or (b) if FX Closing Level is specified as applicable in the applicable Final Terms, the Underlying Reference FX Level for such Underlying Reference on the Strike Date;

Underlying Reference Closing Price Value means, in respect of a SPS Valuation Date:

- (a) if the relevant Underlying Reference is an Index, the Closing Level; or
- (b) if the relevant Underlying Reference is a Share, the Closing Price,

in each case in respect of such day;

Underlying Reference Strike Price means, in respect of an Underlying Reference: (i) the amount specified as such in the applicable Final Terms; or (ii) if Strike Price Closing Value is specified as applicable in the applicable Final Terms, the Underlying Reference Closing Price Value for such Underlying Reference on the Strike Date;

Underlying Reference Intraday Value means (i) the Single Underlying Reference Intraday Value or (ii) the Best Intraday Value or (ii) the Worst Intraday Value;

Best Intraday Value means, in respect of a SPS Valuation Date, the highest Single Underlying Reference Intraday Value for any Underlying Reference in the Basket in respect of such SPS Valuation Date;

Worst Intraday Value means, in respect of a SPS Valuation Date, the lowest Single Underlying Reference Intraday Value for any Underlying Reference in respect of such SPS Valuation Date;

Single Underlying Reference Intraday Value means, in respect of an Underlying Reference and a SPS Valuation Date, (a) (i) the Underlying Reference Intraday Price Value for such Underlying Reference in respect of such SPS Valuation Date (ii) divided by the relevant Underlying Reference Strike Price, and (b) if FX Conversion is specified as applicable in the applicable Final Terms, multiplied by FX Value;

Underlying Reference Intraday Price Value means: (a) if the relevant Underlying Reference is an Index, the Intraday Level; or (b) if the relevant Underlying Reference is a Share, the Intraday Price;

Intraday Price means, in respect of a Share and any time on a Scheduled Trading Day, the published or quoted price of such Share at such time on such day as determined by the Calculation Agent, subject to adjustments as provided in Condition 22; and

Intraday Level means, in respect of an Index and any time on a Scheduled Trading Day, the level of such Index at such time on such day as determined by the Calculation Agent, subject to adjustments as provided in Condition 21.

Closing Price means, in respect of a Share and a Scheduled Trading Day, the official closing price of such Share on such day as determined by the Calculation Agent, subject to adjustments as provided in Condition 22.

Closing Level means, in respect of an Index and a Scheduled Trading Day, the official closing level of such Index on such day as determined by the Calculation Agent, subject to adjustments as provided in Condition 21.

1.7 Mono Underlying Reference Value Definitions

Greatest Underlying Reference Value means, in respect of an Underlying Reference and a SPS Valuation Period, the highest Single Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

Lowest Underlying Reference Value means, in respect of an Underlying Reference and a SPS Valuation Period, the lowest Single Underlying Reference Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

Greatest Underlying Reference Intraday Value means, in respect of an Underlying Reference and a SPS Valuation Period, the highest Single Underlying Reference Intraday Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

Lowest Underlying Reference Intraday Value means, in respect of an Underlying Reference and a SPS Valuation Period, the lowest Single Underlying Reference Intraday Value for such Underlying Reference for all the SPS Valuation Dates in such SPS Valuation Period.

1.8 Multi Underlying Reference Value Definitions

Greatest Basket Value means, in respect of a SPS Valuation Period, the highest Basket Value for all the SPS Valuation Dates in such SPS Valuation Period;

Greatest Best Value means, in respect of a SPS Valuation Period, the highest Best Value for all the SPS Valuation Dates in such SPS Valuation Period;

Lowest Basket Value means, in respect of a SPS Valuation Period, the lowest Basket Value for all the SPS Valuation Dates in such SPS Valuation Period;

Lowest Worst Value means, in respect of a SPS Valuation Period, the lowest Worst Value for all the SPS Valuation Dates in such SPS Valuation Period.

Greatest Best Intraday Value means, in respect of a SPS Valuation Period, the highest Best Intraday Value for all the SPS Valuation Dates in such SPS Valuation Period;

Lowest Worst Intraday Value means, in respect of a SPS Valuation Period, the lowest Worst Intraday Value for all the SPS Valuation Dates in such SPS Valuation Period

2. FORMULAE CONSTITUENTS AND COMPLETION

The constituent parts (each a **Formula Constituent**) of any formula (each a **Formula**) used in the Payout Conditions and which are to be specified in the applicable Final Terms may be replaced in the applicable Final Terms by the prescribed amount, level, percentage or other value, as applicable for such Formula Constituent.

If a Formula Constituent has a value of either 0 (zero) or 1 (one), or is not applicable in respect of the relevant Notes, then the related Formula may be simplified in the applicable Final Terms by deleting such Formula Constituent.

3. CALCULATION AGENT

The calculation or determination by the Calculation Agent of any amount or of any state of affairs, circumstance, event or other matter, or the formation of any opinion or the exercise of any discretion required or permitted to be determined, formed or exercised by the Calculation Agent pursuant to the Notes shall (in the absence of manifest error) be final and binding on the Issuer and the Holders.

Whenever the Calculation Agent is required to make any determination it may, to the extent permitted by any applicable law, *inter alia*, decide issues of construction and legal interpretation. In performing its duties pursuant to the Notes, the Calculation Agent shall, unless otherwise specified, act in good faith and in a commercially reasonable manner. Any delay, deferral or forbearance by the Calculation Agent in the performance or exercise of any of its obligations or its discretion under the Notes shall not affect the validity or binding nature of any later performance or exercise of such obligation or discretion, and none of the Calculation Agent, the Issuer shall, in the absence of wilful misconduct and gross negligence, bear any liability (to the extent permitted by any applicable law) in respect of, or consequent upon, any such delay, deferral or forbearance.

ANNEX 2

Additional provisions applicable to Index Linked Redemption Notes, Equity Linked Redemption Notes and Index Linked Interest Notes

1. Pay Off Formulae for Index Linked Redemption Notes

This Part 1 of Annex 2 applies to Index Linked Redemption Notes. For the purposes of this Part 1 of Annex 2, Underlying shall mean an Index or Indices. The Early Redemption Amount or Final Redemption Amount for Index Linked Redemption Notes shall be determined by the Calculation Agent in accordance with the below.

(a) *Autocall*

When Autocall is specified as applicable as a formula in the applicable Final Terms:

- (i) if, on any Observation Date_(t), the closing price of the Underlying is greater than or equal to the Autocall Trigger Level, the Notes will be automatically redeemed on the Early Redemption Date_(t) at their nominal amount multiplied by the Percentage Multiplier which is specified as being applicable to the Observation Date_(t) (where t = 1, 2, 3 etc.) in the applicable Final Terms; or
- (ii) if the Notes have not been redeemed early as provided in paragraph (i) above and,
 - (A) on the final Observation Date, the closing price of the Underlying is greater than or equal to the Lower Threshold Level, the Notes will be redeemed on the Maturity Date at their nominal amount multiplied by the Lower Threshold Multiplier; or
 - (B) on the final Observation Date, the closing price of the Underlying is greater than or equal to the Threshold Level, the Notes will be redeemed on the Maturity Date at their nominal amount multiplied by the Threshold Multiplier; or
 - (C) otherwise, the Notes will be redeemed on the Maturity Date at the Final Redemption Amount determined in accordance with the following formula:

$$\text{Specified Denomination} \times (\text{Final Percentage Multiplier}) \times (\text{Final Price/Initial Price})$$

Where:

Autocall Trigger Level means the percentage of the Initial Price specified as such in the applicable Final Terms.

Early Redemption Date means each date specified as such in the applicable Final Terms.

Final Price means the closing price of the Underlying on the Maturity Date.

Final Percentage Multiplier means the multiplier specified as such in the applicable Final Terms.

Initial Price means the closing price of the Underlying on the Issue Date.

Lower Threshold Level means the percentage of the Initial Price specified as such in the applicable Final Terms.

Lower Threshold Multiplier means the multiplier specified as such in the applicable Final Terms.

Observation Date means each date specified as such in the applicable Final Terms.

Percentage Multiplier means, for each Observation Date, the multiplier specified as such in the applicable Final Terms.

Threshold Level means the percentage of the Initial Price specified as such in the applicable Final Terms.

Threshold Multiplier means the multiplier specified as such in the applicable Final Terms.

(b) When Autocall with Spread is specified as applicable as a formula in the applicable Final Terms:

(i) if, on any Observation Date_(t), the closing price of the Underlying is greater than or equal to the Autocall Trigger Level (as defined in 1(a) above), the Notes will be automatically redeemed on the Early Redemption Date_(t) (as defined in 1(a) above) (where t = 1, 2, 3 etc.) at the Early Redemption Amount in accordance with the following formula:

$$\text{Early Redemption Amount} = \text{Specified Denominati on} \times [100\% + (\text{Multiplier} + (\text{Multiplier} \times t))]$$

; or

(ii) if the Notes have not been redeemed early as provided in (i) above and,
(A) on the final Observation Date_(t), the Spread_(t) is equal to or greater than the Autocall Trigger Level, the notes will be redeemed on the Maturity Date at the Final Redemption Amount in accordance with the following formula:

$$\text{Final Redemption Amount} = \text{Specified Denominati on} \times [100\% + (\text{Multiplier} + (\text{Multiplier} \times t))];$$

or

(B) otherwise the Notes will be redeemed on the Maturity Date at their nominal amount multiplied by the Final Percentage Multiplier.

Where:

A Index₀ means the closing price of the Underlying on the Issue Date.

A Index_(t) means the closing price of the Underlying on the Observation Date_(t).

B Index₀ means the closing price of the Underlying on the Issue Date.

B Index_(t) means the closing price of the Underlying on the Observation Date_(t).

Final Percentage Multiplier means the multiplier specified as such in the applicable Final Terms.

Multiplier means the percentage specified as such in the applicable Final Terms.

Observation Date means each date specified as such in the applicable Final Terms.

Spread_(t) is calculated using the following formula:

$$\text{Spread}_{(t)} = \frac{A \text{ Index}_t}{A \text{ Index}_0} - \frac{B \text{ Index}_t}{B \text{ Index}_0}$$

(c) *Lookback*

When Lookback is specified as applicable as a formula in the applicable Final Terms, unless previously redeemed or purchased and cancelled, the Final Redemption Amount payable by the Issuer on the Maturity Date will be an amount determined in accordance with the following formula:

$$\text{Specified Denominator} \times [100\% + \text{Multiplier} \times \text{Max}\{\text{Floor Level}; (\text{Index}_{x\text{Emean}} - \text{Index}_{\text{Einitial}}) / \text{Index}_{\text{Einitial}}\}]$$

Where:

Floor Level means the percentage value which defines the lower threshold for the purposes of the relevant calculation, specified as such in the applicable Final Terms.

Index_{x Emean} means the arithmetic mean of the *x* highest closing levels of the Index out of all of the Observation Dates;

Index_{Einitial} means the closing level of the Index on the Issue Date.

Multiplier means the percentage specified as such in the applicable Final Terms.

Observation Date means each date specified as such in the applicable Final Terms.

x has the value ascribed to it in the applicable Final Terms.

(d) *Short-term Lookback*

When Short-term Lookback is specified as applicable as a formula in the applicable Final Terms, unless previously redeemed or purchased and cancelled, the Final Redemption Amount payable by the Issuer on the Maturity Date will be the amount determined in accordance with the following formula:

$$\text{Specified Denominator} \times \text{Multiplier} + \text{Min}(\text{Cap Level} \times \text{Max}(\text{Floor Level}; \text{Index Performane}); \text{Short-term Lookback Multiplier})$$

Where:

Cap Level means the percentage value which defines the upper threshold for the purposes of the relevant calculation, specified as such in the applicable Final Terms.

Floor Level means the percentage value which defines the lower threshold for the purposes of the relevant calculation, specified as such in the applicable Final Terms.

Index_{Average} means the arithmetic mean of the monthly closing levels of the Index for the last *x* months, as determined by the Calculation Agent on each Observation Date.

Index_{Initial} means the closing level of the Index on the Issue Date.

Index Performance means $\left(\frac{\text{Index}_{\text{Average}}}{\text{Index}_{\text{Initial}}} - 1 \right)$

Multiplier means the percentage specified as such in the applicable Final Terms.

Observation Date means each date specified as such in the applicable Final Terms.

Short-term Lookback Multiplier means the percentage specified as such in the applicable Final Terms.

x has the value ascribed to it in the applicable Final Terms.

(e) *Double Win*

When Double Win is specified as applicable as a formula in the applicable Final Terms unless previously redeemed or purchased and cancelled, the Final Redemption Amount payable by the Issuer on the Maturity Date will be the amount determined as follows:

- (i) If during the Observation Period the Index has never gone below the Barrier Level and on the Final Valuation Date the Index_{Final} is greater than or equal to Index_{Initial}, then the Final Redemption Amount per Specified Denomination will be:

$$\text{Specified Denomination} \times \left[1 + \text{Max} \left[\text{Floor Level}; \text{Min} \left(\text{Cap Level} \left(\frac{\text{Index}_{\text{Final}}}{\text{Index}_{\text{Initial}}} - 1 \right) \right) \right] \right]$$

- (ii) If during the Observation Period the Index has never gone below the Barrier Level and on the Final Valuation Date the Index_{Final} is less than Index_{Initial}, then the Final Redemption Amount per Specified Denomination will be:

$$\text{Specified Denomination} \times \left[1 + \left(1 - \frac{\text{Index}_{\text{Final}}}{\text{Index}_{\text{Initial}}} \right) \right]$$

- (iii) If during the Observation Period the Index has gone below the Barrier Level and on the Final Valuation Date the Index_{Final} is less than Index_{Initial}, then the Final Redemption Amount per Specified Denomination will be:

$$\text{Specified Denomination} \times 100\%$$

- (iv) If during the Observation Period the Index has gone below the Barrier Level and on the Final Valuation Date the Index_{Final} is greater than Index_{Initial}, then the Final Redemption Amount per Specified Denomination will be:

$$\text{Specified Denomination} \times \left[1 + \text{Max} \left[\text{Floor Level}; \text{Min} \left(\text{Cap Level} \left(\frac{\text{Index}_{\text{Final}}}{\text{Index}_{\text{Initial}}} - 1 \right) \right) \right] \right]$$

Barrier Level means the Barrier Level Multiplier multiplied by the Index_{Initial}.

Barrier Level Multiplier means the percentage specified as such in the applicable Final Terms.

Cap Level means the percentage value which defines the upper threshold for the purposes of the relevant calculation, specified as such in the applicable Final Terms.

Final Valuation Date means the date specified as such in the applicable Final Terms.

Floor Level means the percentage value which defines the lower threshold for the purposes of the relevant calculation, specified as such in the applicable Final Terms.

Index_{Initial} means the closing level of the Index on the Issue Date.

Index_{Final} means the closing level of the Index on the Final Valuation Date.

Observation Period means the period specified as such in the applicable Final Terms.

Observation Date means each date specified as such in the applicable Final Terms.

(f) *Triple Index*

(i) Where Triple Index is specified as applicable as a formula in the applicable Final Terms.

(A) If on any Observation Date_(t) the Relevant Price_i^t is greater than or equal to Relevant Price_i⁰, (for i = 1 to 3), then the Notes will be redeemed on the Early Redemption Date_(t) at the amount determined as follows:

$$\text{Specified Denomination} \times [100\% + (\text{Multiplier} \times t)]$$

where t = (1, 2, 3 etc.)

(B) If the Notes have not been redeemed early as provided in paragraph (A) above and:

I. on the final Observation Date_(t), the Relevant Price_i^t \geq Relevant Price_i⁰, (for i = 1 to 3), then the Notes will be redeemed as follows:

$$\text{Specified Denomination} \times [100\% + (\text{Multiplier} \times t)]$$

II. otherwise, the Notes will be redeemed at 100%

Where:

Early Redemption Date_(t) means each date specified as such in the applicable Final Terms.

Multiplier means the percentage specified as such in the applicable Final Terms.

Observation Date means each date specified as such in the applicable Final Terms.

Relevant Price_(t) means a value based on the closing level of Index_(i) on the Observation Date_(t).

Relevant Price_t means the closing level of Index_(i) on the Observation Date_(t).

Relevant Price_i⁰ means the closing level of the Index_(i) on the Issue Date.

(g) *Asian Call*

When Asian Call is specified as applicable as a formula in the applicable Final Terms, unless previously redeemed or purchased and cancelled, the Final Redemption Amount payable by the Issuer on the Maturity Date will be an amount determined in accordance with the following formula:

$$100\% + \text{Max} \left(\text{FloorLevel}; \text{Multiplier} \times \left(\frac{\text{Index}_{\text{Average}}}{\text{Index}_{\text{Initial}}} - 1 \right) \right)$$

Where:

Cap Level means the percentage value which defines the upper threshold for the purposes of the relevant calculation, specified as such in the applicable Final Terms.

Floor Level means the percentage value which defines the lower threshold for the purposes of the relevant calculation, specified as such in the applicable Final Terms.

Index_{Initial} means the closing level of the Index on the Issue Date.

Index_{Average} means the arithmetic mean as determined by the Calculation Agent of the closing level of the Index on each Observation Date.

Multiplier means the percentage specified as such in the applicable Final Terms.

Observation Date means each date specified as such in the applicable Final Terms.

2. Pay Off Formula for Equity Linked Redemption Notes

This Part 2 of Annex 2 applies to Equity Linked Redemption Notes. For the purposes of this Part 2 of Annex 2, Underlying shall mean a Share or Shares. The Final Redemption Amount shall be determined by the Calculation Agent as follows:

- (a) If on the final Observation Date, the closing price of the Underlying is greater than or equal to the Strike, the Notes will be redeemed on the Maturity Date at 100% of their nominal amount; or
- (b) If on the final Observation Date, the closing price of the Underlying is lower than the Strike, the Notes will be redeemed on the Maturity Date by delivery of a number of Shares determined in accordance with the following formula:

Specified Denomination/Initial Price

Where:

Initial Price means the closing price of the Underlying on the Issue Date.

Share(s) means the share(s) specified in the applicable Final Terms, which, in the case of Notes other than Exempt Notes, will not be shares in the Issuer or in an entity belonging to the Issuer's group.

Strike means the percentage of the Initial Price specified as such in the applicable Final Terms.

3. Pay Off Formula for Inflation Linked Interest Notes

This Part 3 of Annex 2 applies to Inflation Linked Interest Notes.

The Interest Amount for each Interest Period shall be calculated on the Interest Determination Date (specified in the applicable Final Terms) by the Calculation Agent in accordance with following formula:

Specified Denomination \times PercentageMultiplier \times {Min[Max(FloorLevel; Annual Perf Inflation)]; CapLevel}

Where:

Annual Perf Inflation means $\left(\frac{HICP_{Final} - HICP_{Initial}}{HICP_{Initial}} \right)$

Cap Level means the percentage value which defines the upper threshold for the purposes of the relevant calculation, specified as such in the applicable Final Terms.

Euro-zone means the region comprised of those member states of the European Union that have adopted or will have adopted from time to time, the single currency in accordance with the Treaty establishing the European Community (signed in Rome on March 25, 1957), as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992) and the Amsterdam Treaty of October 2, 1997, as further amended.

Floor Level means the percentage value which defines the lower threshold for the purposes of the relevant calculation, specified as such in the applicable Final Terms.

HICP means the Unrevised Harmonised Indices of Consumer Prices (excluding tobacco) of the Euro-zone (HICP), as published for every month by EUROSTAT (Eurostat, Statistical Office of the European Communities) and displayed on the Bloomberg screen page CPTFEMU or any successor page thereto.

HICP_{Initial} means the HICP fixing level for each month which is 15 months prior to the Interest Payment Date relating to such Interest Period.

HICP_{Final} means the HICP fixing level for each month which is 3 months prior to the Interest Payment Date relating to such Interest Period.

PercentageMultiplier means the percentage multiplier specified as such in the applicable Final Terms.

USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, which include making a profit. If in respect of an issue, there is a particular identified use of proceeds this will be stated in the applicable Final Terms.

In particular, if so specified in the relevant Final Terms, the Issuer intends to apply the net proceeds from an issue of Notes specifically for Green Projects. Such Notes may also be referred to as **Green Bonds**.

DESCRIPTION OF BANQUE ET CAISSE D'EPARGNE DE L'ETAT, LUXEMBOURG

The Issuer (also referred to herein as **BCEE** and the **Bank**) is a public autonomous establishment having a legal personality (*établissement public autonome doté de la personnalité juridique*) created for an indefinite period pursuant to the Luxembourg Act dated 21 February 1856 concerning, inter alia, the creation of a savings bank, as amended and presently governed by the Luxembourg Act dated 24 March 1989 relating to Banque et Caisse d'Epargne de l'Etat, Luxembourg, as amended. The Issuer is registered with the trade and companies register at the district court in Luxembourg under number B.30775. Its registered office is at 1-2 Place de Metz, L-2954 Luxembourg; Tel: 00 352 4015-1.

The history of Banque et Caisse d'Epargne de l'Etat, Luxembourg – the State and Savings Bank, Luxembourg (**BCEE**) – is inextricably linked to that of the Grand Duchy of Luxembourg (**Luxembourg**). Created in 1856 to meet the people's needs in the areas of savings and the development of credit, BCEE has made a major contribution to the economic expansion and improved standard of living of Luxembourg.

Today, BCEE is the only major financial establishment in Luxembourg whose equity capital is entirely and directly owned by the State. Ultimate responsibility for the institution lies with the Government Minister who heads the Treasury. The competent minister exercises supreme supervision over the Bank's activities of public interest, in particular those specified in Article 5 of the Law dated 24 March 1989, in accordance with the following provisions:

- (a) by having all decisions taken by the Board communicated directly to him; and
- (b) by deciding on those decisions which are subject to his approval. Furthermore, a post of Supervisory Commissioner is established, whose procedure for appointment and powers are laid down in Article 28 of the above-mentioned Law.

As far as the Issuer is aware there are no arrangements which may result in a change of control of BCEE. In addition, BCEE promotes economic growth by providing financing for business development and public infrastructure.

Over the past decades, BCEE has developed mainly in a European and international context. As a "universal bank", covering the whole range of banking activities, it plays an active part in the Euromarkets. It has developed a network of correspondent banks worldwide.

BCEE is also a member of the "*Institut Mondial des Caisses d'Epargne*" (World Savings Bank Institute) and the "*Groupement Européen des Caisses d'Epargne*" (European Savings Bank Group), whose offices are in Brussels.

In the field of international clearing, BCEE is a member of the two international systems for clearing negotiable securities, Clearstream, Luxembourg and the Euroclear clearing system. Since the establishment of the latter, BCEE has played a very active role as a depositary bank.

THE GROUP

BCEE is the parent company of the Group. The consolidation scope comprises BCEE as the parent company, its subsidiaries and ad hoc entities over which the Group directly or indirectly exercises effective control over financial and operational policies. Subsidiaries are consolidated from their date of acquisition, when the Bank, as the parent company, has the power to direct their financial policies. They are deconsolidated on the date such control ceases.

Fully consolidated subsidiaries

A subsidiary is a company in which the Group holds at least a 50% stake of the voting rights or any company over which the Group directly or indirectly has the power of control regarding management and financial and operational policies.

List of subsidiaries included in the consolidation scope:

Name	% of voting rights held	
	31 December 2018	31 December 2019
Lux-Fund Advisory S.A.	89.08	89.48
BCEE Asset Management S.A.	90.00	90.00
Bourbon Immobilière S.A.	100.00	100.00
Luxembourg State and Savings Bank Trust Company S.A.	100.00	100.00
Spuerkeess Ré S.A.	100.00	100.00

Investments in associates

Associates are companies over which the Group exercises significant influence and are accounted for using the equity method. Significant influence means the Group has the power to direct a company's financial and operating policies in order to obtain a substantial share of the economic benefits. Significant influence is presumed when the Group holds, directly or indirectly through its subsidiaries, 20% or more of the voting rights.

Investments in associates are recognised at cost, and the book value is subsequently adjusted to reflect the investor's share of the net profit or loss of the associate after the acquisition date.

The Group's share of the associate's profit or loss is recognised in the income statement.

Equity-method consolidation ceases when the Group no longer has significant influence over the shareholding, unless the Group has incurred legal or constructive obligations to assume or guarantee commitments on behalf of the associate.

INVESTMENTS IN ASSOCIATES OF THE GROUP:

Associates	% of capital held	
	31 December 2018	31 December 2019
<i>Direct interests</i>		
Société Nationale de Circulation Automobile S.à r.l.	20.00	20.00
Luxair S.A.	21.81	21.81
Société de la Bourse de Luxembourg S.A.	22.75	22.75
Europay Luxembourg S.C.	30.10	30.10

European Fund Administration S.A.	-	31.67
LuxHub S.A.	32.5	32.5
Visalux S.C.	34.66	34.66
Lalux Group S.A.	40.00	40.00
BioTechCube (BTC) Luxembourg S.A.	50.00	50.00

Indirect interests

Pecoma International S.A.	33.33	-
EFA Partners S.A.	29.05	-

The scope of investments in associates has changed since 31 December 2018. The European Fund Administration S.A. position was equity accounted for the first time during 2019.

BANKING LICENCE

The Issuer is regulated by the Law of 24 March 1989 on Banque et Caisse d'Epargne de l'Etat, Luxembourg (as amended) which states in its article 4 that the object of the Issuer is to carry out, alone or jointly, either for itself or on behalf of third parties, all financial and banking activities with any person, whether physical or legal, as well as all analogous, related or ancillary transactions.

SHAREHOLDER STRUCTURE

As at 31 December 2019 the Issuer had an issued capital of €173,525,467 other items of comprehensive income of €462,101,584 and consolidated reserves of €3,572,183,229. The own funds of the Bank consist of the capital and the reserves. The capital belongs to the State. No shares have been issued. Any modifications can only be made by a Grand Ducal regulation adopted following an opinion of the State Council and the agreement of the relevant commission of the Parliament.

EMPLOYEES

As of 31 December 2019, the number of BCEE employees was approximately 1,850.

BUSINESS ACTIVITIES

BCEE is entitled to carry out, alone or jointly, either on behalf of itself or for third parties, with any physical or legal person, any financial or banking operations as well as all operations analogous, connected or accessory thereto.

In addition, BCEE is entitled to carry out any other operations directly or indirectly related to its purpose or intended to facilitate the achievement thereof.

As well as being the state bank, BCEE aims to contribute, by way of its activities, particularly its financing activities, to the economic and social development of the country and the promotion of saving in all its forms. As well as being a universal bank, BCEE offers both its national and international clients the banking services which they are entitled to expect today from a financial intermediary.

It has been the traditional objective of BCEE to promote the construction of housing and to facilitate the acquisition of real estate. In the context of its mission of promoting savings in all possible forms, BCEE offers numerous savings instruments, including private banking facilities such as foreign currency accounts, precious metal and custody accounts. BCEE is also active in the sector of investment funds and offers its services both as a custodian bank for funds and as a promoter and manager.

The activities of the Bank are focused on the retail market, the wealth management market, as well as the property market, and on small and medium-sized corporate customers in Luxembourg and the surrounding regions. These activities include the traditional banking business areas of loans, deposits, investment in securities, payments handling (both in Luxembourg and abroad) and guarantees.

Private Banking

During 2019 BCEE continued to invest heavily in infrastructure designed to improve customers experience and service.

While the Merl-Belair, Bettembourg, Bonnevoie and Mersch branches have been upgraded and adapted to customers' current needs, BCEE took advantage of the opening of the Cloche d'Or shopping centre to create new branch for the modern era.

BCEE's branches' new interior, where technology and ambiance work in harmony, offers a warm welcome and specially designed spaces for friendly, private discussions. Additional local service has been provided through the Mobile Branch, which regularly serves five villages in various parts of the country, and the presence of mobile automated teller machines (ATMs) at 16 major events in Luxembourg over the course of 2019.

In addition to installing a B-BOX in Lorentzweiler, BCEE made improvements to a number of ATM locations across the country. With new interfaces and cash deposit and withdrawal features on several models, BCEE's ATMs now offer a choice of denominations and a supply of the most common currencies 24/7.

BCEE takes advantage of technological innovations to give its customers access to state-of-the-art tools that help them manage their finances. For instance, the ongoing development of S-Net and SNet Mobile allows users to check their accounts with other banks and provides a simulator for loans and project financing plans. In terms of daily management, customers can now schedule appointments, manage their credit cards and update their personal data online.

The Bank also launched a new branch, "Spuerkeess Direct", where specially trained agents can be reached only by telephone or digitally. The quality and speed of the service provided at this centre of expertise thus meet the expectations of a demanding customer base seeking personal and efficient remote support.

Since 2019, BCEE customers have been able to make in-store or online purchases using their Apple devices with Apple Pay, even if they do not have a physical credit card.

In an effort to continually improve customer support, the service provided by advisers has been optimised with the rollout of a number of new digital tools that they can use in the branches. Individual and tailored support is therefore provided with a focus on each customer's particular needs.

In terms of current account management, the number of individuals with a BCEE ZEBRA or ZEBRA Premium package rose by 6.4% in 2019. The number of customers who took advantage of the ZEBRA Business package for professional and institutional clients increased by 8.6%.

The Bank, as the Luxembourg financial centre's leader in housing loans, with volumes up 6,1% in 2019, continues to adapt to ongoing market developments while creating synergies with the various real estate sector professionals. Particularly close attention is paid to the quality of advice provided in respect of

housing by the Bank's dedicated advisers. In parallel, BCEE continues to support young people with a 6.9% increase in student loans during 2019.

The Bank worked with its partner Lalux to launch a supplemental pension insurance product in 2019 to support self-employed customers seeking to accumulate private pension capital while enjoying significant tax benefits over the course of their working life.

The "Lease Plus" private leasing solution, designed to finance private use vehicles, was launched at the end of 2018. This new financing solution gives customers an added layer of security: the Leaseplan partner covers regular maintenance and incidental expenses and also provides protection against uncertainties related to the residual value of the vehicle in a fast-changing automotive market.

BCEE also developed a special offer for expat customers newly arrived in Luxembourg. Given these customers' specific needs and consistent with the Bank's goal of providing high-quality, customised assistance to all its clients, this new offer is marketed by dedicated representatives who can best advise and support this particular segment.

Private Banking continued to expand by retaining existing customers and winning new domestic and international customers. This strategy is consistent with its business model.

The primary Private Banking expansion priorities concern three key strategic pillars: (i) offering a solution, not a product; (ii) providing value-added asset management; and (iii) promoting the customer experience.

Customers are offered tailored solutions for every type of investor. For instance, investors looking to make their own decisions without an adviser and to manage the contents of their portfolios autonomously can take advantage of Selfinvest. In parallel, a number of solutions are suitable for customers seeking investment advice or discretionary management of their portfolio. Activinvest and Activinvest+ enable customers to monitor and approve investment proposals while the Activmandate service is a management mandate under which a team of experts makes investment decisions in accordance with the customer's investor profile.

BCEE has also formed a discretionary management partnership with ODDO BHF, a Franco- German financial group. Through this partnership customers benefit from both the soundness and security of BCEE, whose highly qualified and experienced advisers handle customer relations, and the expertise and know-how of ODDO-BHF, which is responsible for the investment strategy.

To meet the needs of high net worth individuals seeking specific investment services, Private Banking worked with BCEE-Asset Management to develop an "à la carte" management offer. Thanks to an investment assistance tool and the integration of sophisticated technical solutions in the advisory activity, advisers can monitor and manage customer portfolios on a daily basis in relation to centrally managed model portfolios. The result is active advice and optimised performance.

Institutional Clients

Institutional clients, such as banks, financial sector professionals, investment funds, and government and supranational institutions, are served by the "Institutional Clients" department. This department also carries out correspondent banking activities and, as such, manages the network of cash correspondents and securities sub-custodians.

At 31 December 2019, the department's total assets stood at EUR 69.1 billion, including EUR 46.0 billion in third-party assets in the form of securities and EUR 13.6 billion in liquid funds. Private Equity fund assets reached EUR 9.6 billion.

Volumes rose sharply in 2019, mainly due to the upward trend in the stock markets and new customer acquisition. Customer deposits rose 28.5%, while liquid funds remained stable, mainly due to changes in the behaviour of supranational and state customers. There was an increase in assets for all types of customers,

but the largest increase was among investment fund customers. Growth was also robust in the custodian bank activity for Private Equity entities due to increased customer demand for this type of product.

As of 31 December 2019, there were six open-end investment funds in the in-house "lux|funds" range, totalling 26 sub-funds and representing EUR 3.4 billion in total assets. Lux-Bond Green, a sub-fund of the Lux-Bond bond fund, was launched, in line with BCEE's commitment to sustainable development. This new sub-fund invests in bond issues that support projects with a positive impact on climate change, as defined in the Paris Agreement.

Financial Markets

Treasury activity remained strong in 2019. Interbank volumes were fairly stable during the year, as was the refinancing programme trend.

The Bank maintained the volume, high credit quality and liquidity of its bond investment portfolio. Loans and advances to credit institutions also increased in 2019 to EUR 3.0 billion as of 31 December 2019.

In order to improve the performance of cash transactions and reduce their credit risk, BCEE continued to make use of derivatives. At the end of 2019, outstanding foreign exchange swaps and forward transactions amounted to more than EUR 15.0 billion. At the same date, outstanding interest rate swaps (IRS) and cross currency interest rate swaps (CIRS) totalled EUR 13.6 billion. Loans totalling EUR 1.0 billion were guaranteed by eurozone public debt securities as part of repurchase agreements.

The key trends in the financial markets in 2019 were: strong stock market performance, despite the economic downturn in developed countries and in China; and a new wave of cuts to key interest rates in developed countries. After the significant decline in the major stock indices at the end of 2018 investors benefited from a strong performance in 2019, mainly due to policies implemented by the central banks in the US and Europe to combat the downturn.

More specifically, the European Central Bank cut the deposit rate from -0.40% to -0.50% and resumed its bond purchase programme in the secondary market. It took these actions to boost growth and counteract the decline in inflation, which fell from 1.8% in 2018 to 1.0% at the end of 2019. As a result, refinancing conditions for eurozone companies and banks improved and bond yields declined.

The US Federal Reserve cut interest rates three times to support growth in US gross domestic product (GDP) amid the US/China trade war.

The foreign exchange market was characterised by the strength of the US dollar against most developed country currencies. Thus, the USD appreciated slightly against the EUR, moving from USD 1.15 in January to USD 1.10 in early December 2019. Only the Japanese yen was able to stand up to the USD with a higher level of appreciation. The pound sterling, had another very volatile year. It hit a low against the EUR of GBP 0.93 before starting to appreciate sharply during the year to end at about GBP 0.85.

OTHER ACTIVITIES

Other activities include back office and support activities, which play an essential role in supporting the Bank's strategic and development goals. Back office activities make it possible to process the growing volumes of payment, credit and securities transactions from the commercial units and ensure control and security in processing these transactions in accordance with the laws in force. The Bank is continuing its efforts to improve its systems and processes in order to adapt to market developments and increase efficiency.

Support activities cover a wide variety of areas, such as Bank finances, legal and regulatory matters, organisation, marketing, logistics and IT.

To ensure effective management of risk at all levels, BCEE has implemented governance based on the concept of the three lines of defence.

The Bank has an independent Risk Management function, which reports directly to the Executive Committee, as does the Compliance function. These two functions provide the second line of defence in the BCEE governance model, while the "Internal Audit" function represents the third line of defence and, as such, like the Risk Management and Compliance functions, has a dual reporting line to the Executive Committee and the Board of Directors.

The Bank has opted for a "defensive" risk profile defined in its "Risk Appetite Framework" (RAF). The RAF includes indicators of the Bank's major risk categories and enables the Executive Committee and the Board of Directors to regularly monitor BCEE's overall risk situation in detail. Risk appetite is defined as the level of risk that BCEE is willing and able to bear while ensuring it can pursue its strategic objectives. The levels of risk to which Bank is exposed are measured using a set of strategic indicators, operational metrics, and macroeconomic indicators. Risk appetite is defined through surveillance levels set for the different indicators and transposed into a set of limits intended to manage and control BCEE's various risks.

Risk management is described in detail in note 6 to the financial statements as at 31 December 2019. This chapter is subdivided into several major risk categories.

Risk management is supervised by various working groups and committees, including the Risk Management Committee at the Executive Committee level and the Risk Committee at the Board of Directors level.

Regulatory activities

There were a number of regulatory issues during the 2019 financial year which were particularly relevant for BCEE:

1. Directive on Administrative Cooperation (DAC6) – 2018/882 EU

The new European directive on administrative cooperation, referred to as "DAC6", expands the scope of application of the mandatory automatic exchange of information. This new directive, applicable to individuals and companies with respect to direct taxes, requires that the tax authorities of Member States be notified of cross-border transactions with certain features referred to as "hallmarks", which are indicators of aggressive tax planning. In addition to its dissuasive purpose, the directive aims to make it easier to quickly identify tax planning transactions.

The first steps towards compliance were taken in 2019 and the work should be completed on schedule.

2. Fifth Anti-Money Laundering Directive

Now that the fifth European anti-money laundering Directive has been adopted, preparations are underway for its transposition into Luxembourg law. A number of changes have already been identified, such as:

- Expansion of the categories of subject persons;
- Prevention of risks related to the use of virtual currency;
- Strengthening and standardisation of the treatment applicable to countries the European Commission considers to be high risk;
- Clarifications on entering into business relationships remotely.

As the Luxembourg legislature has already anticipated the effects of this new directive in the national legislation, the changes that will now have to be made will have a limited impact on the Bank.

3. Green Finance

In light of the scientific research on climate change and after ratifying the 2016 Paris Agreement, the European Commission launched an effort to encourage the financial sector to participate in the energy transition in order to make the EU the first climate-neutral bloc worldwide by 2050.

Given the importance of the new environmental and social issues, BCEE intends to fulfil its responsibilities as a responsible financial actor. As the leading Luxembourg financial centre bank, in October 2019 BCEE signed the United Nations Principles for Responsible Banking (**UNEP FI**), demonstrating its commitment to stepping up its efforts to implement environmental, social and governance (ESG) criteria. These efforts target implementation of a financing strategy for the energy transition with the twofold objective of making a significant contribution to the international fight against climate change and strengthening BCEE's role as the national leader in sustainable finance.

OUTLOOK FOR 2020

Amid a slowing global economy, at a time when the outlook for 2020 is uncertain and the central banks are extremely cautious, interest rates are likely to remain at an all-time low and will continue to have a significant impact on credit institutions' interest margins.

The entry into force of the second Payment Services directive in 2019, which opens the single payment market up to non-financial institution players, prompted significant innovation by traditional banks, in response to the competition posed by the new entrants. Against that backdrop, BCEE will continue to implement the digital transformation project it began in 2019 and the Bank will seek to use digital channels to develop innovative financial products and services for its customers.

Given its strong identity as a responsible financial actor, BCEE also intends to actively support the sustainable development of the Luxembourg economy and contribute to the ecological transition in accordance with the Paris Climate Agreement. ESG principles are therefore critical to the development of the 2025 strategic plan to fully meet the requirements of the UNEP FI Principles for Responsible Banking, which the Bank signed on to in 2019 as the leading Luxembourg financial centre bank.

Similarly, the Executive Committee confirms that the Bank will continue to fully assume its mission of supporting the national economy in 2020.

EVENTS AFTER THE REPORTING PERIOD

BCEE is aware of the need to take immediate concrete measures to fulfil its key role in supporting companies dealing with unprecedented impacts. It will participate in the measures to support the national economy and will take them into account when analysing loan applications. It will take care to maintain its balance sheet equilibrium and monitor its liquidity and capital ratios at a time when demand for credit will increase significantly in the medium term.

BCEE is closely monitoring developments in the international financial markets, which trended down in March 2020 between announcements on the spread of the SARS-CoV-2 virus and the collapse in oil prices. These downward movements are having a significant impact on the valuation of the Bank's balance sheet positions measured at fair value, and more specifically on the valuation of some of its shareholdings, but they have not affected the normal course of the Bank's business.

The Bank also has implemented its business continuity plan with the goal of ensuring a presence on the financial markets and seamless service to its customers during the pandemic that emerged in the first quarter of 2020.

GOVERNING BODIES OF THE ISSUER

The organisation of Banque et Caisse d'Epargne de l'Etat, Luxembourg, the leading national financial institution, founded in 1856, is governed the law of 24 March 1989, which defined the respective powers of the Board of Directors and the Executive Committee. Pursuant to Article 8 of this organic law, "the Board of Directors defines the Bank's general policy and is responsible for management control of the Executive Committee. All administrative acts and measures necessary or relevant to the Bank's purpose fall within the responsibility of the Executive Committee, subject to such approvals as are required by virtue of this law".

BOARD OF DIRECTORS

As of 31 December 2019, the Board of Directors is composed as follows:

<i>CHAIRMAN</i>	Camille FOHL
<i>VICE-CHAIRMAN</i>	Elisabeth MANNES-KIEFFER
<i>BOARD MEMBERS</i>	Nima AHMADZADEH
	Simone DELCOURT (as of 06/09/2019)
	Marie-Paule GILLEN-SNYERS (as of 01/05/2019)
	Manuel NICOLAS
	Jean-Pierre ZIGRAND
<i>STAFF REPRESENTATIVE</i>	Georges DENNEWALD
	Carmen JAFFKE (as of 01/05/2019)

<i>SUPERVISORY COMMISSIONER</i>	Bob KIEFFER
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EXECUTIVE COMMITTEE

As of 31 December 2019, the Executive Committee is composed as follows:

<i>CHAIRMAN</i>	Françoise THOMA	Chief Executive Officer
<i>MEMBERS</i>	Guy ROSSELJONG	Deputy Chief Executive Officer
	Doris ENGEL	Director
	Aly KOHLL	Director
	Romain WEHLES	Director

The business address of each of the Directors and members of the Executive Committee is 1-2 Place de Metz, L-2954 Luxembourg.

The Issuer is not aware of any potential conflicts of interest between the duties to the Issuer of the persons listed under "Board of Directors", "Supervisory Commissioner" and "Executive Committee" above and their private interests or other duties.

TAXATION

Tax legislation, including in the country where the investor is domiciled or tax resident and in the Issuer's country of incorporation, may have an impact on the income that an investor receives from the Notes.

Grand Duchy of Luxembourg General

The following information is of a general nature only and is based on the laws in force in Luxembourg as of the date of this Prospectus. It does not purport to be a comprehensive description of all tax implications that might be relevant to an investment decision. It is included herein solely for preliminary information purposes. It is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Notes should consult their professional advisers with respect to particular circumstances, the effects of state, local or foreign laws to which they may be subject and as to their tax position.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy impost or other charge or withholding of a similar nature refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*). Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax and municipal business tax invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Taxation of the holders of Notes

Withholding Tax

- Non-resident holders of Notes

Under the Luxembourg tax laws currently in force, there is no withholding tax on payments of interest (including accrued but unpaid interest) made to a Luxembourg non-resident holder of the Notes. There is also no Luxembourg withholding tax, upon repayment of the principal, or upon redemption or exchange of the Notes.

Resident holders of Notes

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Law**"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Notes, nor on accrued but unpaid interest in respect of Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Notes held by Luxembourg resident holders of Notes. The term "interest" and "paying agent" used hereafter have the same meaning as in the Law.

Under the Law, a 20% withholding tax is levied on interest payments (or similar income) made or ascribed by a Luxembourg paying agent to or for the immediate benefit of a beneficial owner who is a resident of Luxembourg. This withholding tax also applies on accrued interest received upon sale, redemption or repurchase of the Notes. Such

withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding tax will be assumed by the Luxembourg paying agent. Payment of interest under the Notes coming within the scope of the Law will be subject to a withholding tax at a rate of 20%.

Furthermore, Luxembourg resident individuals, acting in the course of the management of their private wealth who are the beneficial owners of interest payments (or similar income) made by a paying agent established outside Luxembourg in a Member State of the European Union or the EEA may opt for a final 20% levy. The option for the 20% final levy must cover all interest payments made by paying agents to the beneficial owner during the entire civil year.

Taxation of the holders of Notes

- Tax residence

A holder of Notes will not become resident, or be deemed to be resident in Luxembourg by reason only of the holding of the Notes, or the execution, performance, delivery and/or enforcement of the Notes.

- Income tax

For the purposes of this paragraph, a disposal may include a sale, an exchange, a contribution, a redemption and any other kind of transfer of the Notes.

- Non-resident holders of Notes

A non-resident holder of Notes, not having a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable, is not subject to Luxembourg income tax on interest received or accrued on the Notes, nor on payments upon redemption or repayment of principal. A gain realised by such non-resident holder of Notes, on the sale or disposal, redemption, repurchase or exchange, in any form whatsoever, of Notes is also not subject to Luxembourg income tax.

Non-resident corporate or individual holders of Notes who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable, must include any interest accrued or received on the Notes, any redemption premiums received at maturity as well as any gains realised upon the sale or disposal, in any form whatsoever, of the Notes, in their taxable income for Luxembourg tax assessment purposes.

- Resident holders of Notes

Holders of Notes who are residents of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

Luxembourg resident individual holders of Notes

An individual holder of Notes acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts under the Notes, except if (i) withholding tax has been levied on such payments in accordance with the Law, or (ii) the individual holder of the Notes has opted for the application of a 20% final levy in full discharge of income tax in accordance with the Law, which applies if a payment of interest has been

made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the EEA (other than a EU Member State).

Under Luxembourg domestic tax law, gains realised upon the disposal of the Notes by an individual holder of the Notes, who is a resident of Luxembourg for tax purposes and who acts in the course of the management of his/her private wealth, on the disposal of the Notes are not subject to Luxembourg income tax, provided the disposal takes place more than six months after the acquisition of the Notes and the Notes do not constitute Zero Coupon Notes. Gains realised by an individual holder of Zero Coupon Notes who acts in the course of the management of his/her private wealth and who is a resident of Luxembourg for tax purposes must include the difference between the sale, repurchase, exchange or redemption price and the issue price of a Zero Coupon Note in his taxable income.

An individual holder of the Notes, who acts in the course of the management of his/her private wealth and who is a resident of Luxembourg for tax purposes, has further to include the portion of the gains realised on the Notes corresponding to accrued but unpaid income in respect of the Notes in his/her taxable income, insofar as the accrued but unpaid interest is indicated separately in the agreement, except if a final withholding tax or levy has been levied in accordance with the Law.

Gains realised upon a disposal of the Notes by an individual holder of the Notes acting in the course of the management of a professional or business undertaking and who is a resident of Luxembourg for tax purposes are subject to Luxembourg income taxes.

Luxembourg corporate resident holders of Notes

Luxembourg resident corporate holders of Notes must include any interest received or accrued, as well as any gain realised on the sale, disposal or redemption of the Notes, in their taxable income for Luxembourg income tax assessment purposes. Taxable gains are determined as being the difference between the sale, repurchase or redemption price (including accrued but unpaid interest) and the lower of the cost or book value of the Notes sold or redeemed.

A corporate holder of Notes that is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investment, as amended, by the law of 13 February 2007 on specialised investment funds, as amended, or by the law of 23 July 2016 on reserved alternative investment funds, as amended, and which does not fall under the special tax regime set out in article 48 thereof is neither subject to Luxembourg income tax in respect of interest accrued or received, any redemption premium or issue discount, nor on gains realised on the sale or disposal, in any form whatsoever, of the Notes.

Other Taxes

- Registration taxes and stamp duties

There is no Luxembourg registration tax, stamp duty or any other similar tax or duty payable in Luxembourg by the holders of Notes as a consequence of the issuance of the Notes, nor will any of these taxes be payable as a consequence of a subsequent transfer, redemption or repurchase of the Notes. However, a fixed or *ad valorem* registration duty may be due upon the registration of the Notes in Luxembourg in the case where the Notes are physically attached to a public deed or to any other document subject to mandatory registration, as well as in the case of a registration of the Notes on a voluntary basis.

- Value added tax

There is no Luxembourg value added tax payable in respect of payments in consideration for the issuance of the Notes or in respect of the payment of interest or principal under the Notes or the transfer of the Notes. Luxembourg value added tax may, however, be payable in respect of fees charged for certain services rendered to the Issuer of the Notes if, for Luxembourg value added tax purposes, such services are rendered or are deemed to be rendered in Luxembourg and an exemption from Luxembourg value added tax does not apply with respect to such services.

- Net wealth tax

Luxembourg corporate resident holders of Notes and corporate non-resident holders of Notes who have a permanent establishment or a permanent representative in Luxembourg to which or whom the Notes are attributable, are subject to Luxembourg net wealth tax on such Notes, except if the holder of Notes is governed by the law of 11 May 2007 on family estate management companies, as amended, by the law of 17 December 2010 on undertakings for collective investment, as amended, by the law of 13 February 2007 on specialised investment funds, as amended, by the law of 23 July 2016 on reserved alternative investment funds, as amended, or is a securitisation company governed by the law of 22 March 2004 on securitisation, as amended, or is a capital company governed by the law of 15 June 2004 on venture capital vehicles, as amended⁹.

- Inheritance and gift taxes

No estate or inheritance taxes are levied on the transfer of the Notes, upon death of an individual holder of Notes in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes at the time of his death. Gift tax may be due on a gift or donation of Notes, if the gift is recorded in a deed passed in front of a Luxembourg notary or registered in Luxembourg.

CRS

Capitalised terms used in this section should have the meaning as set forth in the CRS Law (as defined below), unless otherwise provided herein.

The Issuer may be subject to the Common Reporting Standard (the "**CRS**") as set out in the Luxembourg law of 18 December 2015, as amended or supplemented from time to time (the "**CRS Law**") implementing Directive 2014/107/EU which provides for an automatic exchange of financial account information between Member States of the European Union as well as the OECD's multilateral competent authority agreement on automatic exchange of financial account information signed on 29 October 2014 in Berlin, with effect as of 1 January 2016.

Under the terms of the CRS Law, the Issuer is likely to be treated as a Luxembourg Reporting Financial Institution.

As such, the Issuer will be required to annually report to the Luxembourg tax authorities personal and financial information related, *inter alia*, to the identification of, holdings by and payments made to (i) certain holders of Notes qualifying as Reportable Persons and (ii) Controlling Persons of passive non-financial entities ("**NFEs**") which are themselves Reportable Persons. This information, as exhaustively set out in Annex I of the CRS Law (the "**Information**"), will include personal data related to the Reportable Persons.

⁹ Please however note that securitisation companies governed by the law of 22 March 2004 on securitisation, as amended, or capital companies governed by the law of 15 June 2004 on venture capital vehicles, as amended, or reserved alternative investment funds governed by the law of 23 July 2016, as amended, and which fall under the special tax regime set out under article 48 thereof may, under certain conditions, be subject to minimum net wealth tax.

The Issuer's ability to satisfy its reporting obligations under the CRS Law will depend on each holder of Notes providing the Issuer with the Information, along with the required supporting documentary evidence. In this context, the holders of Notes are hereby informed that, as data controller, the Issuer will process the Information for the purposes as set out in the CRS Law.

Holders of Notes qualifying as passive NFEs undertake to inform their Controlling Persons, if applicable, of the processing of their Information by the Issuer.

Additionally, the Issuer is responsible for the processing of personal data and each Holder of Notes has a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Issuer are to be processed in accordance with the applicable data protection legislation.

The holders of Notes are further informed that the Information related to Reportable Persons will be disclosed to the Luxembourg tax authorities annually for the purposes set out in the CRS Law. The Luxembourg tax authorities will, under their own responsibility, eventually exchange the reported information to the competent authority of the Reportable Jurisdiction(s). In particular, Reportable Persons are informed that certain operations performed by them will be reported to them through the issuance of statements, and that part of this information will serve as a basis for the annual disclosure to the Luxembourg tax authorities.

Similarly, the holders of Notes undertake to inform the Issuer within thirty (30) days of receipt of these statements should any included personal data not be accurate. The holders of Notes further undertake to immediately inform the Issuer of, and provide the Issuer with all supporting documentary evidence of any changes related to the Information after occurrence of such changes.

Although the Issuer will attempt to satisfy any obligation imposed on it to avoid any fines or penalties imposed by the CRS Law, no assurance can be given that the Issuer will be able to satisfy these obligations. If the Issuer becomes subject to a fine or penalty as a result of the CRS Law, the value of the Notes held by the holders of the Notes may suffer material losses.

FATCA - application in Luxembourg

Capitalised terms used in this section should have the meaning as set forth in the FATCA Law (as defined below), unless otherwise provided herein.

The Issuer may be subject to the so-called FATCA legislation which generally requires reporting to the US Internal Revenue Service of non-US financial institutions that do not comply with FATCA and direct or indirect ownership by US persons of non-US entities. As part of the process of implementing FATCA, the US government has negotiated intergovernmental agreements with certain foreign jurisdictions which are intended to streamline reporting and compliance requirements for entities established in such foreign jurisdictions and subject to FATCA.

Luxembourg has entered into a Model 1 Intergovernmental Agreement implemented by the Luxembourg law of 24 July 2015, as amended or supplemented from time to time (the "FATCA Law"), which requires Financial Institutions located in Luxembourg to report, when required, information on Financial Accounts held by Specified US Persons, if any, to the Luxembourg tax authorities (*Administration des Contributions Directes*).

Under the terms of the FATCA Law, the Issuer is likely to be treated as a Luxembourg Reporting Financial Institution.

This status imposes on the Issuer the obligation to regularly obtain and verify information on all of its holders of Notes. On the request of the Issuer, each holder of Notes shall agree to provide certain information, including, in the case of a passive Non-Financial Foreign Entity ("NFFE"), information on the Controlling Persons of such NFFE, along with the required supporting documentation. Similarly, each holder of Notes shall agree to actively provide to the Issuer within thirty (30) days any information that would affect its status, as for instance a new mailing address or a new residency address.

The FATCA Law may require the Issuer to disclose the names, addresses and taxpayer identification number (if available) of its holders of Notes as well as information such as account balances, income and gross proceeds (non-exhaustive list) to the Luxembourg tax authorities for the purposes set out in the FATCA Law. Such information will be relayed by the Luxembourg tax authorities to the US Internal Revenue Service.

Holders of Notes qualifying as passive NFFEs undertake to inform their Controlling Persons, if applicable, of the processing of their information by the Issuer.

Additionally, the Issuer is responsible for the processing of personal data and each holder of Notes has a right to access the data communicated to the Luxembourg tax authorities and to correct such data (if necessary). Any data obtained by the Issuer is to be processed in accordance with the applicable data protection legislation.

Although the Issuer will attempt to satisfy any obligation imposed on it to avoid imposition of FATCA withholding tax, no assurance can be given that the Issuer will be able to satisfy these obligations. If the Issuer becomes subject to a withholding tax or penalties as result of the FATCA regime, the value of the Notes held by the holder of Notes may suffer material losses. The failure for the Issuer to obtain such information from each holder of the Notes and to transmit it to the Luxembourg tax authorities may trigger the 30% withholding tax to be imposed on payments of US source income and on proceeds from the sale of property or other assets that could give rise to US source interest and dividends as well as penalties.

Holders of Notes who invest through intermediaries are reminded to check if and how their intermediaries will comply with this US withholding tax and reporting regime.

Holders of Notes should consult a US tax advisor or otherwise seek professional advice regarding the above requirements.

4. Foreign Account Tax Compliance Act

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, withholding may be required on, among other things, (i) certain payments made by "foreign financial institutions" (**foreign passthru payments**) and (ii) dividend equivalent payments (as described below in "*U.S. Dividend Equivalent Withholding*"), in each case, to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Luxembourg) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes.

Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. If withholding would be required pursuant to FATCA or an IGA with respect to foreign passthru payments, such withholding would not apply prior to the date that is two years after the date on

which final regulations defining foreign passthru payments are published in the U.S. Federal Register and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or before the relevant grandfathering date would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. The grandfathering date for (A) Notes that give rise solely to foreign passthru payments, is the date that is six months after the date on which final U.S. Treasury regulations defining the term foreign passthru payment are filed with the Federal Register, and (B) Notes that give rise to a dividend equivalent pursuant to Section 871(m) of the U.S. Internal Revenue Code of 1986 and the U.S. Treasury regulations promulgated thereunder, is six months after the date on which obligations of its type are first treated as giving rise to dividend equivalents. If additional notes (as described under "Terms and Conditions—Further Issues") that are not distinguishable from such previously issued grandfathered Notes are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all Notes, including the Notes offered prior to the expiration of the grandfathering period, as subject to withholding under FATCA. Holders should consult their own tax advisors regarding how these rules may apply to their investment in the Notes.

5. U.S. Dividend Equivalent Withholding

Section 871(m) of the U.S. Internal Revenue Code of 1986 which treats a "dividend equivalent" payment as a dividend from sources within the United States. Under Section 871(m), such payments generally would be subject to a 30 per cent. U.S. withholding tax which may be reduced by an applicable tax treaty, eligible for credit against other U.S. tax liabilities or refunded, provided that the beneficial owner timely claims a credit or refund from the IRS. A "dividend equivalent" payment is (i) a substitute dividend payment made pursuant to a securities lending or a sale-repurchase transaction that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, (ii) a payment made pursuant to a "specified notional principal contract" that (directly or indirectly) is contingent upon, or determined by reference to, the payment of a dividend from sources within the United States, and (iii) any other payment determined by the IRS to be substantially similar to a payment described in (i) or (ii). U.S. Treasury regulations issued under Section 871(m) and applicable guidance (the **Section 871(m) Regulations**) require withholding on certain non-U.S. holders of Notes with respect to amounts treated as dividend equivalent payments. Under the Section 871(m) Regulations, only a Note that has an expected economic return sufficiently similar to that of the underlying U.S. security, based on tests set forth in the Section 871(m) Regulations, will be subject to the Section 871(m) withholding regime (making such Note a Specified Note). Certain exceptions to this withholding requirement apply, in particular for instruments linked to certain broad-based indices.

Withholding in respect of dividend equivalents will generally be required when cash payments are made on or upon the date of maturity, lapse or other disposition of the Specified Note. If the underlying U.S. security or securities are expected to pay dividends during the term of the Specified Note, withholding generally will still be required even if the Specified Note does not provide for payments explicitly linked to dividends. Additionally, the Issuer may withhold the full 30 per cent. tax on any payment on the Notes in respect of any dividend equivalent arising with respect to such Notes regardless of any exemption from, or reduction in, such withholding otherwise available under applicable law (including, for the avoidance of doubt, where a non-U.S. holder is eligible for a reduced tax rate under an applicable tax treaty with the United States). A non-U.S. holder may be able to claim a refund of any excess withholding provided the required information is timely furnished to the U.S. Internal Revenue Service. Refund claims are subject to U.S. tax law requirements and there can be no assurance that a particular refund claim will be timely paid or paid at all. If the Issuer or any withholding agent determines that withholding is required, neither the Issuer nor any withholding agent will be required to pay any additional amounts with respect to amounts so withheld.

The Section 871(m) Regulations generally apply to Specified Notes issued on or after 1 January 2017. If the terms of a Note are subject to a "significant modification" (as defined for U.S. tax purposes), the Note generally would be treated as retired and reissued on the date of such modification for purposes of determining, based on economic conditions in effect at that time whether such Note is a Specified Note. Similarly, if additional Notes of the same series are issued (or deemed issued for U.S. tax purposes, such as certain sales of Notes out of inventory) after the original issue date, the IRS could treat the issue date for determining whether the existing Notes are Specified Notes as the date of such subsequent sale or issuance. Consequently, a previously out of scope Note, might be treated as a Specified Notes following such modification or further issuance.

In addition, payments on the Specified Securities may be calculated by reference to dividends on underlying U.S. securities that are reinvested at a rate of 70 per cent. In such case, in calculating the relevant payment amount, the holder will be deemed to receive, and the Issuer will be deemed to withhold, 30 per cent. of any dividend equivalent payments (as defined in Section 871(m) of the Code) in respect of the relevant U.S. securities. The Issuer will not pay any additional amounts to the holder on account of the Section 871(m) amount deemed withheld.

The applicable Final Terms or Pricing Supplement will indicate whether the Issuer has determined that Notes are Specified Notes and will specify contact details for obtaining additional information regarding the application of Section 871(m) to Notes. A non-U.S. holder of Specified Notes should expect to be subject to withholding in respect of any underlying dividend-paying U.S. securities. The Issuer's determination is binding on non-U.S. holders of the Notes, but it is not binding on the IRS. The Section 871(m) Regulations require complex calculations to be made with respect to Notes linked to U.S. securities and their application to a specific issue of Notes may be uncertain.

Prospective investors should consult their tax advisers regarding the potential application of Section 871(m) to the Notes.

6. Common Reporting Standard

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information (**CRS**) will require certain financial institutions to report information regarding certain accounts (which may include the Notes) to their local tax authority and follow related due diligence procedures. Noteholders may be requested to provide certain information and certifications to ensure compliance with the CRS. A jurisdiction that has signed the CRS Competent Authority Agreement (**CRS Agreement**) may provide this information to other jurisdictions that have signed the CRS Agreement. Luxembourg has concluded such CRS Agreements with a number of jurisdictions. Prospective investors should consult their tax advisers on how the CRS may apply to such investor.

SUBSCRIPTION AND SALE

The Dealers have in an amended and restated programme agreement dated 1 July 2020 (such Agreement, as amended, supplemented or restated from time to time, the **Programme Agreement**) agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement will extend to those matters stated under "*Form of the Notes*" and "*Terms and Conditions of the Notes*" above. In the Programme Agreement, the Issuer has agreed to reimburse the Dealers for certain of their expenses in connection with the establishment of the Programme and the issue of Notes under the Programme.

Notes issued under the Programme may be issued to any investor subject to selling restrictions – United States, EEA (including Switzerland and, for these purposes, the UK), Singapore and Japan (please see below).

United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver Notes (a) as part of their distribution at any time and (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part within the United States or to, or for the account or benefit of, U.S. persons and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons. Terms used in the preceding paragraph and in this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part, an offer or sale of Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986 and regulations promulgated thereunder.

The applicable Final Terms (or Pricing Supplement, in the case of Exempt Notes) will identify whether TEFRA C rules or TEFRA D rules apply or whether TEFRA is not applicable.

Each issue of Exempt Notes which are also Index Linked Interest Notes shall be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer shall agree as a term of the issue and purchase of such Notes, which additional selling restrictions shall be set out in the applicable Pricing Supplement. Each relevant Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will offer, sell or deliver such Notes only in compliance with such additional U.S. selling restrictions.

Prohibition of sales to EEA and UK Retail Investors

Unless the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) specifies "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", each Dealer has

represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Prospectus as completed by the Final Terms (or Pricing Supplement, as the case may be) in relation thereto to any retail investor in the European Economic Area or in the United Kingdom. For the purposes of this provision:

- (a) the expression **retail investor** means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, **MiFID II**); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or
 - (iii) not a qualified investor as defined in Regulation (EU) 2017/1129 (the **Prospectus Regulation**); and
- (b) the expression an **offer** includes the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

If the Final Terms in respect of any Notes (or Pricing Supplement, in the case of Exempt Notes) specifies "Prohibition of Sales to EEA and UK Retail Investors" as "Not Applicable", in relation to each Member State of the EEA and the United Kingdom (each, a **Relevant State**), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by the Prospectus as completed by the final terms in relation thereto to the public in that Relevant State except that it may make an offer of such Notes to the public in that Relevant State:

- (a) if the final terms in relation to the Notes specify that an offer of those Notes may be made other than pursuant to Article 1(4) of the Prospectus Regulation in that Relevant State (a **Non-exempt Offer**), following the date of publication of a prospectus in relation to such Notes which has been approved by the competent authority in that Relevant State or, where appropriate, approved in another Relevant State and notified to the competent authority in that Relevant State, provided that any such 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 such prospectus or final terms, as applicable and the Issuer has consented in writing to its use for the purpose of that Non-exempt Offer;
- (b) at any time to any legal entity which is a qualified investor as defined in the Prospectus 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 of Notes referred to in (b) to (d) above shall require the Issuer or any Dealer 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 **an offer of Notes to the public** in relation to any Notes in any Relevant State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes; and
- the expression **Prospectus Regulation** means (EU) 2017/1129.

United Kingdom

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the **FSMA**)) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA would not, if the Issuer was not an authorised person, apply to the Issuer; and
- it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Prospectus has not been and will not be registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused any Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause any Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of any Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor (as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore, as modified or amended from time to time (the SFA)) pursuant to Section 274 of the SFA, (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or to any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA, or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- 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 or securities-based derivatives contracts (each 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 Notes pursuant to an offer made under Section 275 of the SFA except:

- (a) 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;
- (b) where no consideration is or will be given for the transfer;
- (c) where the transfer is by operation of law;
- (d) as specified in Section 276(7) of the SFA; and
- (e) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Japan

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the **FIEA**) and each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

Switzerland

This Prospectus is not intended to constitute an offer or solicitation to purchase or invest in the Notes described herein. The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into, or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Prospectus nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652(a) or article 1156 of the Swiss Code of Obligations, and neither this Prospectus nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

General

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Prospectus and any additional written information provided or authorised by the Issuer and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have any responsibility therefor.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

GENERAL INFORMATION

Authorisation

The establishment of the Programme and the issue of Notes have been duly authorised by resolutions of the Board of Directors of the Issuer held on 26 October 1994 and 11 December 1996 and a resolution of the Executive Committee of the Issuer held on 4 September 1997. The increases in the Programme limit were authorised pursuant to resolutions of the Board of Directors of the Issuer on 10 December 1997 and 2 December 1999, and reconfirmed on 25 May 2016 and by resolutions of the Executive Committee of the Issuer on 28 January 1999 and 25 January 2000. The update of this Programme has been authorised by a resolution of the Executive Committee of the Issuer held on 1 July 2020.

Approval, Listing and Admission to Trading

This document has been approved by the CSSF as a base prospectus. Application has also been made to the Luxembourg Stock Exchange for Notes issued under the Programme to be admitted to trading on the Luxembourg Stock Exchange's regulated market and to be listed on the Official List of the Luxembourg Stock Exchange or to be listed on the Securities Official List of the Luxembourg Stock Exchange without admission to trading on one of the securities markets operated by the Luxembourg Stock Exchange.

The Luxembourg Stock Exchange's regulated market is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2014/65/EU).

An application for admission to trading on the Luxembourg Stock Exchange's regulated market and for listing on the Official List of the Luxembourg Stock Exchange or an application for listing on the Securities Official List of the Luxembourg Stock Exchange without admission to trading is without prejudice to the Issuer's right to apply for admission to trading, as the case may be, on such other or further stock exchange(s) or markets as may be agreed upon between the Issuer and the relevant dealer.

Documents Available

For the period of 12 months following the date of this Prospectus, copies of the constitutional documents of association (in English) of the Issuer will be available for inspection from www.bcee.lu.

The Agency Agreement (which includes the forms of the Temporary global Notes, the Permanent global Notes, the Definitive Notes, the Receipts, the Coupons and the Talons) and the Deed of Covenant will, so long as any Notes are outstanding, be available for inspection, during normal business hours at the specified office of each of the Agent and the other Paying Agents.

This Prospectus, the documents incorporated by reference into this Prospectus and any supplement to this Prospectus will be published on the website of the Luxembourg Stock Exchange (www.bourse.lu).

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are entities in charge of keeping the records). The appropriate Common Code and ISIN for each Tranche allocated by Euroclear and Clearstream, Luxembourg will be specified in the applicable Final Terms (or Pricing Supplement, in the case of Exempt Notes). If the Notes are to clear through additional or alternative clearing system, the appropriate information will be specified in the relevant Final Terms or Pricing Supplement.

The address of Euroclear is Euroclear Bank SA/NV, 1 boulevard du Roi Albert II, B-1210 Brussels, Belgium. The address of Clearstream, Luxembourg is Clearstream Banking, 42 avenue J.F. Kennedy, L-1855 Luxembourg.

Yield

In relation to any Tranche of Fixed Rate Notes, an indication of the yield in respect of such Notes will be specified in the applicable Final Terms. The yield is calculated at the Issue Date of the Notes on the basis of the relevant Issue Price. The yield indicated will be calculated as the yield to maturity as at the Issue Date of the Notes and will not be an indication of future yield.

Index

In respect of Index Linked Redemption Notes, the underlying may not be an Index composed by the Issuer or any legal entity belonging to the same group, nor an Index provided by a legal entity or a natural person acting in association with, or on behalf of, the Issuer.

Significant or Material Change

As at the date of this Prospectus, other than disclosed in the Section "Events after the reporting period", there has been no significant change in the financial performance or position of the Issuer or the Group since 31 December 2019 and there has been no material adverse change in the prospects of the Issuer since 31 December 2019.

Description of the expected financing of the Issuer's activities

The Issuer finances its activities using the usual sources of funding, in particular, the deposits from all types of customers and banks, and the issuance of commercial paper and debt securities.

Conditions for Determining Price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and each relevant Dealer at the time of issue in accordance with prevailing market conditions.

Litigation

The Issuer (whether as defendant or otherwise) is not nor has been engaged in any governmental, legal, arbitration, administrative or other proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this document which may have or have in such period had a significant effect on the financial position or profitability of the Issuer.

Independent Auditors

Ernst & Young S.A. (member of the *Institut des Réviseurs d'Entreprises*) have audited the Issuer's consolidated financial statements and non-consolidated annual accounts prepared in accordance with IFRS (in the case of the consolidated financial statements) and the Luxembourg legal and regulatory requirements relating to the preparation of the annual accounts (in the case of the non-consolidated annual accounts) as of and for the financial years ended on 31 December 2018 and 31 December 2019.

The reports of the independent auditors of the Issuer are incorporated in this Prospectus by reference along with the related consolidated financial statements and non-consolidated annual accounts.

Website

The Issuer's website is www.bcee.lu. Other than in relation to the documents which are deemed to be incorporated by reference (see "Documents Incorporated by Reference"), the information on the websites to which this Prospectus refers does not form part of this Prospectus and has not been scrutinised or approved by the CSSF.

Post-issuance Information

The Issuer does not intend to provide post-issuance information in relation to any assets underlying issues of Notes constituting derivative securities, except if required by any applicable laws and regulations.

Dealers Transacting with the Issuer

Certain of the Dealers and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform services to, the Issuer and its affiliates in the ordinary course of business. Certain of the Dealers and their affiliates may have positions, deal or make markets in the Notes issued under the Programme, related derivatives and reference obligations, including (but not limited to) entering into hedging strategies on behalf of the Issuer and its affiliates, investor clients, or as principal in order to manage their exposure, their general market risk, or other trading activities.

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

Expenses Charged to the Investor by the Issuer

The Issuer may charge expenses to investors. Such expenses (if any) will be determined on a case by case basis but would be expected to be in the range of between 1% and 5% of the nominal amount of the Notes to be purchased by the relevant investor unless specified below with respect to a specific issue of Notes.

THE ISSUER

Banque et Caisse d'Epargne de l'Etat,
Luxembourg
1-2, place de Metz
L-2954 Luxembourg

THE ARRANGER

Citigroup Global Markets Limited
Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB
United Kingdom

AGENT

Banque et Caisse d'Epargne de l'Etat,
Luxembourg
1-2, place de Metz
L-2954 Luxembourg

ISSUING AGENT

Citibank, N.A., London Branch

Citigroup Centre
Canary Wharf
London E14 5LB
United Kingdom

PAYING AGENTS

Banque et Caisse d'Epargne de l'Etat,
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1-2 place de Metz
L-2954 Luxembourg

Citibank, N.A., London Branch
Citigroup Centre
Canary Wharf
London E14 5LB
United Kingdom

LEGAL ADVISERS

*To the Dealers
as to English law*
Allen & Overy LLP
One Bishops Square
London E1 6AD

United Kingdom

*To the Dealers
as to Luxembourg law*
Allen & Overy SCS
inscrite au Barreau de Luxembourg
5 Avenue John F. Kennedy
L-1855 Luxembourg

DEALERS

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Madrid 28050
Spain

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75009 Paris
France

Citigroup Global Markets Europe
AG
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60323 Frankfurt am Main
Germany

Citigroup Global Markets Limited

Citigroup Centre
Canada Square
Canary Wharf
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United Kingdom

Crédit Agricole Corporate and
Investment Bank

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CS 70052 92547
Montrouge Cedex
France

Deutsche Bank
Aktiengesellschaft
Mainzer Landstr. 11-17
60329 Frankfurt am Main
Germany
Mainzer Landstr. 11-17

Goldman Sachs International

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25 Shoe Lane
London EC4A 4AU
United Kingdom

J.P. Morgan Securities plc

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Canary Wharf
London E14 5JP
United Kingdom

Mizuho International plc

Mizuho House
30 Old Bailey
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United Kingdom

Mizuho Securities Europe GmbH

Taunustor 1
60310 Frankfurt am Main
Germany

Morgan Stanley & Co.

International plc
25 Cabot Square
Canary Wharf
London E14 4QA
United Kingdom

UBS AG London Branch

5 Broadgate
London EC2M 2QS
United Kingdom

AUDITORS

Ernst & Young, Société
Anonyme
35E, Avenue John F. Kennedy
L-1855 Luxembourg

LUXEMBOURG LISTING AGENT

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1-2, place de Metz
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