THIS DOCUMENT IS A FREE NON BINDING TRANSLATION, FOR INFORMATION PURPOSES ONLY, OF THE FRENCH LANGUAGE *PROSPECTUS DE BASE* DATED 19 JUNE 2026 WHICH WAS APPROVED BY THE *COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER* ON 19 JUNE 2026 (THE "CSSF BASE PROSPECTUS"). ONLY THE CSSF BASE PROSPECTUS WAS APPROVED BY THE *COMMISSION DE SURVEILLANCE DU SECTEUR FINANCIER*. IN THE EVENT OF ANY AMBIGUITY OR CONFLICT BETWEEN CORRESPONDING STATEMENTS OR OTHER ITEMS CONTAINED IN THE CSSF BASE PROSPECTUS AND THIS DOCUMENT, THE RELEVANT STATEMENTS OR ITEMS OF THE CSSF BASE PROSPECTUS SHALL PREVAIL. FOR THE AVOIDANCE OF DOUBT, REFERENCES IN THIS DOCUMENT TO THE "BASE PROSPECTUS" ARE TO THE "CSSF BASE PROSPECTUS" AND DO NOT INCLUDE ITS ENGLISH TRANSLATION.

BASE PROSPECTUS DATED 19 JUNE 2026

Morgan Stanley

as issuer and guarantor of the Notes issued by Morgan Stanley B.V. and Morgan Stanley Finance LLC
(incorporated under the laws of the State of Delaware in the United States of America)

MORGAN STANLEY & CO. INTERNATIONAL plc
as issuer
(incorporated with limited liability in England and Wales)

MORGAN STANLEY B.V.
as issuer
(incorporated with limited liability in The Netherlands)

MORGAN STANLEY FINANCE LLC

as issuer

(formed under the laws of the State of Delaware in the United States of America)

MORGAN STANLEY EUROPE SE

as issuer

(a European stock corporation under German law)

FRENCH LAW PROGRAMME FOR THE ISSUANCE OF NOTES

Under this Programme for the issuance of notes (the **Programme**) described in this base prospectus (the **Base Prospectus**), Morgan Stanley (**Morgan Stanley**), Morgan Stanley & Co. International plc (**MSIP** or **MSI plc**) and Morgan Stanley B.V. (**MSBV**) and Morgan Stanley Finance LLC (**MSFL**) and Morgan Stanley Europe SE (**MSESE** and, together with Morgan Stanley, MSIP, MSBV and MSFL the **Issuers** and each, an **Issuer**) may offer from time to time Notes (the **Notes**) denominated in any currency agreed by the relevant Issuer and the Distribution Agent (as defined below).

References herein to "this Base Prospectus" shall, where applicable, be deemed to be references to this Base Prospectus as supplemented or amended from time to time. To the extent not set forth in this Base Prospectus, the specific terms of any Notes will be included in the appropriate Final Terms.

The payment of all amounts due in respect of Notes issued by MSBV or MSFL will be unconditionally and irrevocably guaranteed by Morgan Stanley in its capacity as guarantor (the **Guarantor**) pursuant to a guarantee dated as of 20 June 2025 (the **Guarantee**). Payment of amounts due in respect of Notes issued by MSIP or MSESE will not be guaranteed by Morgan Stanley.

Morgan Stanley, MSBV, MSFL and MSESE are offering the Notes on a continuing basis through MSIP (which may act in whole or in part through an affiliate thereof) (the **Distribution Agent**), who has agreed to use reasonable efforts to solicit, directly or through an affiliate, offers to subscribe or to purchase the Notes. Morgan Stanley, MSBV, MSFL and MSESE may also sell Notes to the Distribution Agent as principal for its own account at a price to be agreed upon at the time of sale. The Distribution Agent may resell, directly or through an affiliate, any Notes it purchases as principal at prevailing market prices, or at other prices, as it determines. Morgan Stanley, MSBV, MSFL and MSESE or the Distribution Agent may reject any offer to subscribe or to purchase Notes, in whole or in part. MSIP (including acting through its affiliates) will act as distributor and offeror of the Notes issued by it. The Issuers may appoint from time to time additional distribution agents (either in relation to the Programme generally or in relation to a particular Series of Notes). See "*Subscription and Sale*" below.

This document (the **Base Prospectus**) constitutes a base prospectus for the purposes of Article 8 of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market (the **Prospectus Regulation**). This Base Prospectus has been approved by the *Commission de Surveillance du Secteur Financier* (the **CSSF**) in Luxembourg as competent authority pursuant to the Prospectus Regulation. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval should not be considered as an endorsement of either the Issuer or the Guarantor or the quality of the Notes that are the subject of this Base Prospectus and investors should make their own assessment as to the suitability of investing in the Notes.

In accordance with the provisions of Article 6(4) of the Luxembourg Law on Prospectuses for Securities of 16 July 2019, by approving this Base Prospectus, the CSSF does not commit itself as regards the economic and financial opportunity of the operation or the quality or solvency of the Issuer.

This Base Prospectus has been approved on 19 June 2026 and is valid until 19 June 2027. The obligation to supplement this Base Prospectus in the event of a significant new factor, material mistake or material inaccuracy does not apply when this Base Prospectus is no longer valid.

Upon such approval, application may be made for Notes issued under the Programme during a period of 12 months from the date of this Base Prospectus to be listed and/or admitted to trading on the regulated market of the Luxembourg Stock Exchange, Euronext Paris or on any other regulated market in the European Union (each such regulated market, a **Regulated Market**). The regulated market of the Luxembourg Stock Exchange and Euronext Paris are regulated markets for the purposes of the Markets in Financial Instruments Directive 2014/65/EU as amended. References in this Base Prospectus to securities being "listed" (and all related references) shall mean that such securities have been admitted to trading on the regulated market Euronext Paris, on the regulated market or on the EuroMTF Market of the Luxembourg Stock Exchange, displayed on the Luxembourg Stock Exchange Securities Official List (**LuxSE SOL**) (without admission to trading) or listed and admitted to trading on any other stock exchange(s) as may be specified in the applicable Final Terms. Each Issuer may also issue unlisted Notes. The relevant final terms (the **Final Terms**) (a form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be admitted to trading on Euronext Paris, on the regulated market or on the EuroMTF Market of the Luxembourg Stock Exchange, displayed on the LuxSE SOL (without admission to trading) or listed and admitted to trading on any other stock exchange(s). The CSSF has neither reviewed nor approved any information contained in this Base Prospectus in connection with Notes to be admitted to trading on the EuroMTF Market. This Base Prospectus and any supplement thereto will be published on the website of (a) the Luxembourg Stock Exchange (www.luxse.com) and (b) the Issuers (http://sp.morganstanley.com/EU/Documents).

This Base Prospectus includes details of the long-term and short-term credit ratings assigned to (i) Morgan Stanley by DBRS, Inc. (**DBRS**), Fitch Ratings, Inc. (**Fitch**), Moody's Investors Service, Inc. (**Moody's**), Ratings and Investment Information, Inc. (**R&I**) and Standard & Poor's Financial Services LLC through its business unit Standard & Poor's Global Ratings (**S&P**) (ii) MSIP by Moody's, S&P and Fitch, (iii) MSFL by Moody's, S&P and Fitch and (iv) MSESE by Moody's, S&P and Fitch. MSBV is not rated.

As of the date of this Base Prospectus, Morgan Stanley's short-term and long-term debt has been respectively rated (i) R-1 (middle) and AA (low), with a stable outlook, by DBRS, (ii) F1 and A+, with a stable outlook, by Fitch, (iii) P-1 and A1, with a stable outlook, by Moody's, (iv) a-1 and A+, with a stable outlook, by R&I and (v) A-2 and A-, with a stable outlook, by S&P.

As of the date of this Base Prospectus, MSIP's short-term and long-term debt has been respectively rated (i) P-1 and Aa3, with a stable outlook, by Moody's, (ii) A-1 and A+, with a stable outlook, by S&P and (iii) F1+ and AA, with a stable outlook, by Fitch.

MSBV is not rated.

As of the date of this Base Prospectus, MSFL's long-term debt has been respectively rated (i) A1, with a stable outlook, by Moody's and (ii) A-, with a stable outlook, by S&P.

As of the date of this Base Prospectus, MSESE's long-term debt has been respectively rated (i) P-1 and Aa3, with a stable outlook, by Moody's, (ii) A-1 and A+, with a stable outlook, by S&P and (iii) F1+ and AA, with a stable outlook, by Fitch.

Notes issued under the Programme may be rated or unrated. The rating of Notes, if any, will be disclosed in the Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning credit rating agency.

Notes will be issued outside the United States in dematerialised form, either in bearer dematerialised form (*au porteur*) or registered dematerialised form (*au nominatif*).

Notes will be issued in such denominations as may be specified in the applicable Final Terms provided that, when the Issuer is MSBV or MSESE, the minimum denomination at the issue date of each Note admitted to trading on a regulated market within the EEA or offered by way of non-exempt offer in a Member State of the EEA will be €1,000 (or the equivalent amount in the specified currency).

The Notes will be governed by French law and the Guarantee will be governed by New York law.

This Base Prospectus replaces and supersedes the base prospectus in relation to the Programme dated 20 June 2025 which has been approved by the CSSF.

The language of this Base Prospectus is French.

Investing in the Notes involves risks. See "*Risk Factors*" below.

Distribution Agent

Morgan Stanley & Co. International plc

IMPORTANT NOTICES

The Notes may not be a suitable investment for all investors

Investment in the Notes entails certain risks, which vary according to the specificity and type or structure of the Notes.

Each potential investor should determine whether an investment in the Notes is appropriate in its particular circumstances. An investment in the Notes requires a thorough understanding of the nature of the relevant transaction. Potential investors should be experienced with respect to an investment in the Notes and be aware of the related risks.

An investment in the Notes is only suitable for potential investors who:

- have the requisite knowledge and experience in financial and business matters to evaluate the merits and risks of an investment in the Notes and the information contained or incorporated by reference into this document;
- have access to, and knowledge of, appropriate analytical tools to evaluate such merits and risks in the context of the potential investor's particular financial situation and to evaluate the impact the Notes will have on their overall investment portfolio;
- understand thoroughly the terms of the Notes and are familiar with the behaviour of the Relevant Underlying and financial markets;
- are capable of bearing the economic risk of an investment in the Notes until the maturity date of the Notes;
- recognise that it may not be possible to dispose of the Notes for a substantial period of time, if at all before the maturity date; and
- are familiar with the behaviour of the Relevant Underlying and relevant financial markets and be able to evaluate (either alone or with the help of a financial and legal adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The 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 any Notes unless such potential investor has the expertise (either alone or with a financial and legal 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.

Each of the Issuer, the Guarantor (if applicable) and MSI plc as the Distribution Agent disclaims any responsibility to advise prospective investors of any matters arising under the law of the country in which they reside that may affect the purchase of, or holding of, or the receipt of payments or deliveries on the Notes.

PRIIPs/IMPORTANT – EEA RETAIL INVESTORS

If the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the **EEA**). For these purposes, a retail investor means a person who is one (or more) of:

(A) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU, as amended (**MiFID II**);

(B) a customer within the meaning of Directive 2016/97/EU, as amended (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

(C) not a qualified investor as defined in the Prospectus Regulation.

Consequently, if the Final Terms in respect of any Notes includes a legend entitled "Prohibition of Sales to EEA Retail Investors", no key information document required by Regulation (EU) No 1286/2014, as amended (the **PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been or will be prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

MIFID II PRODUCT GOVERNANCE/TARGET MARKET

The Final Terms in respect of any Notes may include a legend entitled "**MiFID II Product Governance / Target Market**" which will outline the target market assessment in respect of the Notes and which strategies for distribution of the Notes are appropriate. Any person subsequently offering, selling or recommending the Notes (a **distributor**) should take into consideration the target market assessment; however, a distributor subject to 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 strategies.

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 Distribution Agent subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Distribution Agent nor any of its respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

THE NOTES, ANY INTEREST THEREIN AND THE GUARANTEE IN RESPECT THEREOF, HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES OF AMERICA, ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS AND MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED, EXERCISED OR REDEEMED AT ANY TIME, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES (WHICH TERM INCLUDES THE TERRITORIES, THE POSSESSIONS AND ALL OTHER AREAS SUBJECT TO THE JURISDICTION OF THE UNITED STATES) OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, **U.S. PERSONS** (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT). SEE "SUBSCRIPTION AND SALE".

For payments in respect of a Note issued by Morgan Stanley or MSFL, in order to avoid U.S. withholding taxes, the beneficial owner of the Note that is not a United States person (or a financial institution holding the Note on behalf of the beneficial owner) is required to comply with certain tax identification and certification requirements, generally by furnishing the appropriate U.S. Internal Revenue Service (IRS) Form W-8BEN or W-8BEN-E on which the beneficial owner certifies under penalty of perjury that it is not a United States person. Certain tax identification and certification requirements apply as well to holders of Notes of all Issuers with respect to "FATCA". In addition, U.S. withholding taxes could be imposed in respect of certain Equity-Linked Notes issued by any Issuer. See below under "United States Federal Taxation".

Each investor must comply with all applicable laws and regulations in each country or jurisdiction in or from which the investor purchases, offers, sells or delivers the Notes or has in the investor's possession or distributes this Base Prospectus or any accompanying Final Terms.

THE NOTES ARE NOT DEPOSITS OR SAVINGS ACCOUNTS AND ARE NOT INSURED BY THE U.S. FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR DEPOSIT PROTECTION SCHEME ANYWHERE, NOR ARE THEY OBLIGATIONS OF, OR GUARANTEED BY, A BANK.

Hedging transactions involving "equity securities" of "domestic issuers" (as such terms are defined in the Securities Act and regulations thereunder) may not be conducted unless in compliance with the Securities Act.

For the avoidance of doubt, the Notes to be issued under this Programme will not be settled by delivery of the Issuers' own equity securities or of the equity securities of any entity in the Issuers' group and cannot be converted or exchanged into shares or other equity securities within the meaning of Article 19 of Commission Delegated Regulation (EU) 2019/980.

For the avoidance of doubt, it being specified that Index-Linked Notes to be issued under this Programme will not be linked to the value or performance of index composed by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE.

No person has been authorised by any of Morgan Stanley, MSIP, MSBV, MSFL or MSESE to give any information or to make any representation not contained or incorporated by reference in this Base Prospectus, and, if given or made, that information or representation should not be relied upon as having been authorised by Morgan Stanley, MSIP, MSBV, MSFL or MSESE. Neither the delivery of this Base Prospectus nor the offering, sale or delivery of any Notes will, in any circumstances, create any implication that the information contained in this Base Prospectus is true subsequent to the date hereof or the date upon which this Base Prospectus has been most recently amended or supplemented or that there has been no adverse change in the financial situation of any of Morgan Stanley, MSIP, MSBV, MSFL or MSESE since the date hereof or, as the case may be, the date upon which this Base Prospectus has been most recently amended or supplemented or the balance sheet date of the most recent financial statements which have been incorporated into this Base Prospectus by way of a supplement to this Base Prospectus, or that any other information supplied from time to time is correct at any time subsequent to the date on which it is supplied or, if different, the date indicated in the document containing the same. Investors should review, *inter alia*, the most recent financial statements of Morgan Stanley, MSIP, MSBV, MSFL and/or MSESE (as applicable) when evaluating any Notes or an investment therein (such financial statements shall not form a part of this Base Prospectus unless they have been expressly incorporated herein, including by way of a supplement to this Base Prospectus).

The distribution of this Base Prospectus and the offering, sale and delivery of Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Base Prospectus comes are required by Morgan Stanley, MSIP, MSBV, MSFL and MSESE to inform themselves about and to observe those restrictions.

The Issuers do not intend to provide post-issuance information in respect of the Notes, except if required by any applicable laws or regulations.

This Base Prospectus should be read and construed with any supplement thereto and with any other documents incorporated by reference therein.

Investors should consult the Issuers should they require a copy of the 2021 ISDA Definitions.

This Base Prospectus does not constitute an offer of or an invitation to subscribe for or purchase any Notes and should not be considered as a recommendation by any of Morgan Stanley, MSIP, MSBV, MSFL, MSESE or the Distribution Agent that any recipient of this Base Prospectus should subscribe for or purchase any Notes. Each recipient of this Base Prospectus will be taken to have made its own investigation and appraisal of the condition (financial or otherwise) of Morgan Stanley, MSIP, MSBV, MSFL or MSESE (as applicable) and of the particular terms of any offered Notes.

The Issuers and the Guarantor accept responsibility for the information contained in this Base Prospectus. To the best of the Issuers' and the Guarantor's knowledge, the information contained in this Base Prospectus is in accordance with the facts and does not omit anything likely to affect its import.

Neither this Base Prospectus nor any Final Terms may be used for the purpose of an offer or solicitation by anyone in any jurisdiction in which that offer or solicitation is not authorised or to any person to whom it is unlawful to make such an offer or solicitation.

All references in this Base Prospectus to Sterling and £ are to the lawful currency of the United Kingdom, all references to U.S. Dollars, U.S. and $ are to the lawful currency of the United States of America, all references to Japanese Yen and ¥ are to the lawful currency of Japan, all references to Swiss Francs and CHF are to the lawful currency of Switzerland, all references to Australian Dollars and AUD are to the lawful currency of the Commonwealth of Australia, all references to New Zealand Dollars and NZD are to the lawful currency of New Zealand, and all references to euro, € and EUR are to the lawful single currency of the member states of the European Union (each a **Member State**) who have adopted and continue to retain a common single currency through monetary union in accordance with European Union treaty law (as amended from time to time).

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE RELEVANT ISSUER AND, WHERE APPLICABLE, THE GUARANTOR AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE NOTES HAVE NOT BEEN RECOMMENDED BY ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

Secured Overnight Financing Rate

As further described under "*Risk Factors Relating to the Notes*" below, the interest rate on the Notes may be determined by reference to (i) SOFR (as defined in the Terms and Conditions of the Notes) or (ii), in certain circumstances, either a Fallback Term SOFR or Fallback Compounded SOFR (each as defined in the Terms and Conditions of the Notes).

SOFR is published by the New York Federal Reserve and is intended to be a broad measure of the cost of borrowing cash overnight collateralized by U.S. Treasury securities. The New York Federal Reserve reports that SOFR includes all trades in the Broad General Collateral Rate and bilateral Treasury repurchase agreement (repo) transactions (excluding transactions between affiliated institutions) cleared through the delivery-versus-payment service offered by the Fixed Income Clearing Corporation (the **FICC**), a subsidiary of the Depository Trust and Clearing Corporation (**DTCC**), and SOFR is filtered by the New York Federal Reserve to remove some (but not all) of the foregoing transactions considered to be "specials". According to the New York Federal Reserve, "specials" are repos for specific-issue collateral, which take place at cash-lending rates below those for general collateral repos because cash providers are willing to accept a lesser return on their cash in order to obtain a particular security.

The New York Federal Reserve reports that SOFR is calculated as a volume-weighted median of transaction-level tri-party repo data collected from The Bank of New York Mellon as well as General Collateral Finance Repo transaction data and data on bilateral Treasury repo transactions cleared through the FICC's delivery-versus-payment service. The New York Federal Reserve also notes that it obtains information from DTCC Solutions LLC, an affiliate of DTCC.

If data for a given market segment were unavailable for any day, then the most recently available data for that segment would be utilized, with the rates on each transaction from that day adjusted to account for any change in the level of market rates in that segment over the intervening period. SOFR would be calculated from this adjusted prior day's data for segments where current data were unavailable, and unadjusted data for any segments where data were available. To determine the change in the level of market rates over the intervening period for the missing market segment, the New York Federal Reserve would use information collected through a daily survey conducted by its Trading Desk of primary dealers' repo borrowing activity. Such daily survey would include information reported by Morgan Stanley & Co. LLC, a wholly owned subsidiary of Morgan Stanley, as a primary dealer.

The New York Federal Reserve notes on its publication page for SOFR that use of SOFR is subject to important limitations, indemnification obligations and disclaimers, including that the New York Federal Reserve may alter the methods of calculation, publication schedule, rate revision practices or availability of SOFR at any time without notice.

Each U.S. Government Securities Business Day, the New York Federal Reserve publishes SOFR on its website at approximately 8:00 a.m., New York City time. If errors are discovered in the transaction data provided by The Bank of New York Mellon or DTCC Solutions LLC, or in the calculation process, subsequent to the initial publication of SOFR but on that same day, SOFR and the accompanying summary statistics may be republished at approximately 2:30 p.m., New York City time. Additionally, if transaction data from The Bank of New York Mellon or DTCC Solutions LLC had previously not been available in time for publication, but became available later in the day, the affected rate or rates may be republished at around this time. Rate revisions will only be effected on the same day as initial publication and will only be republished if the change in the rate exceeds one basis point. Any time a rate is revised, a footnote to the New York Federal Reserve's publication would indicate the revision. This revision threshold will be reviewed periodically by the New York Federal Reserve and may be changed based on market conditions.

Because SOFR is published by the New York Federal Reserve based on data received from other sources, the Issuers have no control over its determination, calculation or publication. See "*Risk Factors Relating to the Notes*" below.

The information contained in this section "*Secured Overnight Financing Rate*" is based upon the New York Federal Reserve's Website and other U.S. government sources.

FORWARD-LOOKING STATEMENTS

This Base Prospectus (including the documents incorporated by reference) contains certain statements that are forward-looking including statements with respect to the Issuers and Guarantor's business strategies, expansion and growth of operations, trends in its business, competitive advantage, and technological and regulatory changes, information on exchange rate risk and generally includes all statements preceded by, followed by or that include the words "**believe**", "**expect**", "**project**", "**anticipate**", "**seek**", "**estimate**" or similar expressions. Such forward-looking statements are not guarantees of future performance and involve risks and uncertainties, and actual results may differ materially from those in the forward-looking statements as a result of various factors. Potential investors are cautioned not to place undue reliance on forward-looking statements, which speak only as of the date hereof. These forward-looking statements do not constitute profit forecasts or estimates under the Commission Delegated Regulation 2019/980 supplementing the Prospectus Regulation, as amended.

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GENERAL DESCRIPTION OF THE PROGRAMME

The following overview describes the key features of the Notes that each Issuer may issue under the Programme in general terms only. Investors should read this general description together with the more detailed information that is contained in this Base Prospectus and in the applicable Final Terms.

This General Description constitutes a general description of the Programme for the purposes of Article 25.1(b) of Commission Delegated Regulation (EU) 2019/980 of 14 March 2019, as amended. It does not, and is not intended to, constitute a summary of this Prospectus within the meaning of Article 7 of the Prospectus Regulation or any implementing regulation thereof.

The following overview is qualified in its entirety by the remainder of this Base Prospectus.

Issuers	Morgan Stanley, MSI plc, MSBV, MSFL, MSESE.
Guarantor	In the case of Notes issued by MSBV or MSFL, Morgan Stanley.
Distribution Agents	Morgan Stanley & Co. International plc or any other entity approved as such from the Morgan Stanley group in accordance with the Distribution Agreement.
Principal Paying Agent and Fiscal Agent	Citibank N.A. London Branch.
Paris Paying Agent	Citibank Europe plc
Notes	Notes which are issued under this Programme for the issuance of notes (the **Programme**) are issued pursuant to an agency agreement dated 19 June 2026 (the **Agency Agreement**) between the Issuers, the Guarantor, Citibank N.A. London Branch as Principal Paying Agent and Fiscal Agent and Citibank Europe plc as Paris Paying Agent. For the avoidance of doubt, this Base Prospectus does not relate to or describe any securities other than the Notes.
Issuance in Series	Notes issued under the Programme are issued in series (each a **Series**) and each Series may comprise one or more tranches (each a **Tranche**) of Notes. Each Series may comprise one or more Tranches issued on different issue dates and subject to identical terms, except that the issue date and the amount of the first payment of interest may be different in respect of different Tranches.
Forms of Notes	Notes will be issued in dematerialised form. Title to Notes will be evidenced in accordance with article L. 211-3 of the *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document of title (including certificats représentatifs pursuant to article R. 211-7 of the *Code monétaire et financier*) will be issued in respect of Notes. Notes are issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*), which will be inscribed in the

	books of Euroclear France which shall credit the accounts of Euroclear France Account Holders, or in registered dematerialised form (*nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form (*nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully registered form (*nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or by the Registration Agent acting on behalf of the Issuer.
Terms and Conditions	Each Tranche is the subject of a set of Final Terms (each, a **Final Terms**) which complete the terms and conditions (the **Conditions**) and specify, among other matters, the additional terms and conditions (the **Additional Terms and Conditions**), if any, applicable in relation to such Series. The terms and conditions applicable to any particular Tranche of Notes are the Conditions (including the applicable provisions of the Additional Terms and Conditions) as completed by the applicable Final Terms. Any Issuer may issue Notes that are Securities-Linked Notes, Currency-Linked Notes, Inflation-Linked Notes, Fund-Linked Notes, Futures Contract-Linked Notes, Rate-Linked Notes and/or any combination thereof (each as defined in Condition 8 (*Securities-Linked, Currency-Linked, Inflation-linked, Fund-Linked, Futures Contract-Linked and Rate-linked Notes Provisions~~Securities-Linked, Currency-Linked, Inflation-linked, Fund-Linked notes, Futures Contract-Linked Notes and Rate-linked Notes Provisions~~*)).
Specified Currency	Notes may be denominated or payable in any currency as set out in the applicable Final Terms, subject to all applicable consents being obtained and compliance with all applicable legal and regulatory requirements.
Status	Notes will be direct and general obligations of the relevant Issuer which rank *pari passu* among themselves and *pari passu* with all other outstanding unsecured and unsubordinated obligations of the ~~Issuer~~Guarantor, present and future, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights. With respect to MSIP or MSESE Notes only, pursuant to the exercise of the bail-in power by the relevant competent resolution authority, the outstanding amount of Notes may be reduced (in whole or in part), converted into equity (in whole or in part) or cancelled and/or the maturity of the Notes or the amount of interest or the date on which the interest becomes payable may be amended.
Guarantee	The payment of all amounts due in respect of Notes issued by MSBV or MSFL will be unconditionally and irrevocably guaranteed by Morgan Stanley as guarantor (the **Guarantor**) pursuant to a guarantee dated as of 20 June 2025 (the **Guarantee**).

	Payment of amounts due in respect of MSIP or MSESE Notes are not guaranteed by Morgan Stanley.
Issue Price	Notes may be issued at any price, as specified in the applicable Final Terms, subject to compliance with all applicable legal and regulatory requirements.
Maturities	Notes will have maturities as specified in the applicable Final Terms, subject to compliance with all applicable legal and regulatory requirements.
Relevant Underlying:	The interest and/or redemption amounts payable on Notes may be linked to the value or performance of (each, a **Relevant Underlying**) (i) one or more share(s) (such Notes, the **Share-Linked Notes**), (ii) one or more equity or debt securities indices (such Notes, the **Index-Linked Notes**), (iii) interests in one or more exchange traded fund(s) (such Notes, the **ETF-Linked Notes**), (iv) one or more currencies (such Notes, the **Currency-Linked Notes**), (v) one or more inflation indices (such Notes, the **Inflation-Linked Notes**), (vi) interests in one or more fund(s) (such Notes, the **Fund-Linked Notes**), (vii) one or more futures contract(s) (such Notes, the **Futures Contract-Linked Notes**), or one or more benchmark rate(s) (such Notes, the **Rate-Linked Notes**).
Redemption	Notes may be redeemed at Par or at such other redemption amount (detailed in a formula or otherwise, which may be linked to the performance of a Relevant Underlying) or may be Notes which are redeemable by delivery of the Underlying Securities (**Physical Settlement Notes**). For the avoidance of doubt, where the securities delivered in respect of physical settlement are equity securities within the meaning of Article 2(b) of the Prospectus Regulation, such securities will not be securities of Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE. MSFL shall not issue Physical Settlement Notes.
Early Redemption	Notes may be redeemed early for tax reasons at the option of the Issuer at the Early Redemption Amount specified in the Final Terms or in case of illegality or regulatory reasons at an amount representing either: a fixed redemption amount together with accrued interest, a fixed redemption amount together with accrued interest less costs, a fixed redemption amount without accrued interest, a fixed redemption amount without accrued interest less costs, the fair market value of the Note less costs, the fair market value of the Note or at Par, as specified in the applicable Final Terms. If so specified in the applicable Final Terms, the Notes may also be redeemed early at the option of the Issuer, based on the output of the proprietary valuation model and/or at the option of any Noteholder at the Optional Redemption Amount (Call), the

	Model-based Redemption Amount (Call) or the Optional Redemption Amount (Put), as the case may be. If so specified in the applicable Final Terms, the Issuer shall, on the Automatic Partial Redemption Date, redeem all Notes in part by reducing the nominal amount of all such Notes by an Automatic Partial Redemption Amount.
Interest	Notes may be interest-bearing or non-interest-bearing. Interest (if any) may accrue at a fixed rate (which may be zero), a floating rate, a rate which varies during the lifetime of the relevant Series, or a rate which is linked to the performance of a Relevant Underlying. For the avoidance of doubt, in no event, will the relevant Interest Amount be less than zero.
Denominations	Notes will be issued in such denomination as may be specified in the applicable Final Terms, provided that, when the Issuer is MSBV or MSESE, the minimum denomination at the issue date of each Note admitted to trading on a regulated market within the EEA or offered by way of non-exempt offer in a Member State of the EEA will be €1,000 (or the equivalent amount in the specified currency).
Taxation	All payments of principal and interest by the Issuers and the Guarantor (if applicable) in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by any jurisdiction or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law or agreement with such taxing authority. None of the Issuers or the Guarantor (if applicable) shall be required to make any additional payments on account of any such withholding or deduction. For payments in respect of a Note issued by Morgan Stanley or MSFL, in order to avoid U.S. withholding taxes, the beneficial owner of the Note that is not a United States person (or a financial institution holding the Note on behalf of the beneficial owner) is required to comply with certain tax identification and certification requirements, generally by furnishing the appropriate IRS Form W-8BEN or W-8BEN-E published by the IRS on which the beneficial owner certifies under penalty of perjury that it is not a United States person.
Benefit Plan Investors	The Notes may not be acquired or held by, or acquired with the assets of, any employee benefit plan subject to Title I of the United States Employee Retirement Income Security Act of 1974, as amended (**ERISA**), any individual retirement account or plan subject to Section 4975 of the United States Internal Revenue Code of 1986, as amended (the **Code**), or any entity whose underlying assets include "plan assets" within the meaning of Section 3(42) of ERISA by reason of any such employee benefit plan's account's or plan's investment therein.

Use of Proceeds	The net proceeds of each issue of Notes will be used by the relevant Issuer either (i) for general corporate purposes and/or, in connection with hedging its obligations under the Notes, or (ii) for any other particular identified use of proceeds, all as stated in the applicable Final Terms. In respect of each issue of Notes by MSBV, at least 95% of the proceeds will be invested (*uitzetten*) within the group of which it forms part. MSBV will not issue Sustainable Bonds under this Base Prospectus. MSFL intends to lend the net proceeds from its issuances of the Notes to Morgan Stanley. Morgan Stanley intends to use the proceeds from such loans (i) for general corporate purposes, or (ii) if the Notes constitute Sustainable Bonds, to finance or refinance, in whole or in part, Eligible Projects. If the Notes constitute Sustainable Bonds, an amount equal to the gross proceeds raised by way of Sustainable Bonds issued pursuant to the Morgan Stanley Sustainable Issuance Framework will be allocated to the financing or refinancing, in whole or in part, of Eligible Projects, that Morgan Stanley or any of its wholly owned subsidiaries, considers consistent with the eligibility criteria in the Morgan Stanley Sustainable Issuance Framework. Under this Base Prospectus, Sustainable Bonds may only be issued by Morgan Stanley or by MSFL. If the applicable Final Terms specify that the Notes are "Green Bonds", an amount equal to the gross proceeds raised will be allocated to Green Eligible Projects. If the applicable Final Terms specify that the Notes are “Social Bonds”, an amount equal to the gross proceeds raised will be allocated to Social Eligible Projects. If the applicable Final Terms specify that the Notes are "Sustainability Bonds", an amount equal to the gross proceeds raised will be allocated to Green Eligible Projects and Social Eligible Projects. All as defined in the “Use of Proceeds” section of this Base Prospectus.
Listing and admission to trading	Application may be made for Notes to be (a) displayed on the Luxembourg Stock Exchange Securities Official List (LuxSE SOL) (without admission to trading) and/or (b) admitted to trading on (i) Euronext Paris or (ii) either of the regulated market or the EuroMTF Market of the Luxembourg Stock Exchange, or (iii) any other stock exchange(s) of the European Union. Each Issuer may also issue unlisted Notes.

Clearing Systems	Euroclear France, Euroclear, Clearstream, and/or such other relevant clearing system as may be specified in the applicable Final Terms.
Governing Law	The Notes will be governed by French law (except in relation to the Issuer's right to repurchase Notes) and the Guarantee is governed by New York law.
Restrictions on sale to U.S. Persons	The Notes may not be offered, sold, pledged, assigned, delivered or otherwise transferred, exercised or redeemed *at any time*, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act).
Selling Restrictions	For a description of certain restrictions on offers, sales and deliveries of the Notes and on the distribution of offering material in the United States, the EEA, the United Kingdom and the Netherlands, see "*Subscription and Sale*" hereof.
Certain Restrictions	In respect of Share-Linked Notes, the issuer or issuers of the specified share or shares to which such Share-Linked Notes relate shall not be Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE. In respect of Index-Linked Notes, it being specified that no underlying index is composed by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE. In respect of Physical Settlement Notes (as defined in the paragraph headed "Redemption" above), any securities to be delivered in accordance with the terms and conditions of such Physical Settlement Notes will not be shares or securities equivalent to shares in Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any other legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV or MSFL.
Subordination	*Structural subordination; Morgan Stanley's access to assets held by subsidiaries may be restricted*: The Notes issued by Morgan Stanley, including the guarantees of the Notes issued by MSBV and MSFL, are Morgan Stanley's unsecured senior obligations, but Morgan Stanley's assets consist primarily of equity in, and receivables from, its subsidiaries. **As a result, Morgan Stanley's ability (i) to make payments on its Notes (ii) to make payments with respect to its guarantee of Notes issued by MSBV and MSFL and (iii) to pay dividends on its preferred stock and common stock, in each case depends upon its receipt of dividends, loan payments and other funds from its subsidiaries. In addition, the direct creditors of any subsidiary will have a prior claim on the subsidiary's assets, if any, and Morgan Stanley's rights and the rights of its creditors, including a Noteholder's rights as an owner of Notes issued by Morgan Stanley or a Noteholder's rights under Morgan Stanley's**

guarantees of Notes issued by MSBV or MSFL, will be subject to that prior claim, except to the extent that any claims Morgan Stanley may have as a creditor of that subsidiary are paid. This subordination of parent company creditors to prior claims of creditors of subsidiaries over the subsidiaries' assets is referred to as structural subordination.

In addition, various statutes and regulations restrict some of Morgan Stanley's subsidiaries from paying dividends or making loans or advances to Morgan Stanley. These restrictions could prevent those subsidiaries from paying the cash to Morgan Stanley that it needs in order to pay Noteholders. These restrictions include, without limitation:

- the net capital requirements under the Securities and Exchange Act of 1934, as amended, and the rules of some exchanges and other regulatory bodies, which apply to some of Morgan Stanley's principal subsidiaries, such as Morgan Stanley & Co. LLC and Morgan Stanley & Co. International plc, and
- **banking regulations, which apply to Morgan Stanley Bank, N.A., a national bank, Morgan Stanley Private Bank, National Association (formerly Morgan Stanley Trust FSB), a national bank, and other bank subsidiaries of Morgan Stanley.**

Status of Notes

Status of the MSI plc Notes; relationship with Morgan Stanley securities: The Notes issued by MSI plc are its unsecured obligations and holders of these Notes are direct creditors of MSI plc.

Status of the MSBV Notes; relationship with Morgan Stanley securities: The Notes issued by MSBV are its unsecured obligations and holders of these Notes are direct creditors of MSBV, as well as direct creditors of Morgan Stanley under the related guarantee. The Morgan Stanley guarantee will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of Morgan Stanley, present and future, but, in the event of insolvency, only to the extent permitted by laws affecting creditors' rights.

Status of the MSFL Notes; relationship with Morgan Stanley securities: The Notes issued by MSFL are its unsecured obligations and holders of these Notes are direct creditors of MSFL, as well as direct creditors of Morgan Stanley under the related guarantee. As a finance subsidiary, MSFL has no independent operations beyond the issuance and administration of its securities and is expected to have no independent assets available for distributions to holders of MSFL Notes if they make claims in respect of the securities in a bankruptcy, resolution or similar proceeding. Accordingly, any recoveries by such holders will be limited to those available under the related guarantee by Morgan Stanley and that guarantee will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of Morgan Stanley, present and future, but, in the

event of insolvency, only to the extent permitted by laws affecting creditors' rights. Holders of Notes issued by MSFL should accordingly assume that in any such proceedings they would not have any priority over and should be treated *pari passu* with the claims of other unsecured, unsubordinated creditors of Morgan Stanley, including holders of Morgan Stanley-issued securities.

Status of the MSESE Notes: The Notes issued by MSESE are its unsecured obligations and holders of these Notes are direct creditors of MSESE

Substitution

Pursuant to Condition 31.1 (*Substitution of Issuer with Morgan Stanley Group entities*), the Issuer may be substituted for Morgan Stanley (if the original Issuer is not Morgan Stanley) or a subsidiary of Morgan Stanley without the consent of the Noteholders.

If Condition 31.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*), is specified as applicable to a Series of Notes, the Issuer or the Guarantor (in the case of MSBV or MSFL Notes) may, subject to the Conditions set out in Condition 31 (*Substitution*) including the rights of Noteholders under Condition 31.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*), but without the consent of Noteholders, upon the occurrence of a Substitution Event (as defined in Condition 31.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*)), substitute for itself any entity which is not a Morgan Stanley Group entity, provided that such entity satisfies the requirements set out in Condition 31.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*).

Upon a substitution of the Issuer or the Guarantor with a non Morgan Stanley Group entity pursuant to Condition 31.2 (*Substitution of Issuer or Guarantor with non Morgan Stanley Group entities*), Noteholders who object to the substitution will have the right to require the Issuer to redeem their Notes at a price determined in accordance with the provisions of Condition 31.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*), by providing notice of their intention to exercise such right in the manner set out in Condition 31.6 (*Right to Redemption in respect of substitutions with non Morgan Stanley Group entities*).

RISK FACTORS

Prospective investors should read the entire Base Prospectus (and where appropriate, any relevant final terms and summary). Words and expressions defined elsewhere in this Base Prospectus have the same meanings in this section.

*Prospective investors should consider the section entitled "Risk Factors" (excluding the Risk Factors headed "As a finance subsidiary, MSFL has no independent operations and is expected to have no independent assets", "Powers under the Banking Act 2009", "Write-down and conversion of capital instruments and liabilities power and bail-in power", "Other powers" and "Risks in relation to the exercise of potential resolution powers under German/EU Law") at pages 1 to 21 of the Registration Document of Morgan Stanley, Morgan Stanley & Co. International plc, Morgan Stanley B.V., Morgan Stanley Finance LLC and Morgan Stanley Europe SE approved by the Commission de Surveillance du Secteur Financier of Luxembourg dated 14 November 2025 (the **2025 Registration Document** as supplemented from time to time). Each of the Issuers and the Guarantor believe that such factors represent the principal risks inherent in investing in Notes issued under the Programme but the inability of an Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons, which may not be considered significant risks by such Issuer based on information currently available to it or which it may not currently be able to anticipate.*

This section notably describes the most significant risks of investing in Notes linked to shares, indices, ETFs, inflation indices, funds or futures contracts. Each investor should carefully consider whether the Notes, as described herein and in the applicable Final Terms, are suited to its particular circumstances before deciding to subscribe for or to purchase any Notes.

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1. Risks relating to the financial situation of Morgan Stanley

A description of the risks relating to the financial situation of Morgan Stanley that may affect the ability of the Issuer to fulfil its obligations under the Notes are set out in the section entitled "*Risks relating to the financial situation of Morgan Stanley*" on pages 1 to 5 of the 2025 Registration Document.

2. Risks relating to the operation of Morgan Stanley's business activities

A description of the risks relating to the operation of Morgan Stanley's business activities that may affect the ability of the Issuer to fulfil its obligations under the Notes are set out in the section entitled "*Risks relating to the operation of Morgan Stanley's business activities*" on pages 5 to 9 of the 2025 Registration Document.

3. Legal, regulatory and compliance risk

A description of the legal, regulatory and compliance risks that may affect the ability of the Issuer to fulfil its obligations under the Notes are set out in the section entitled "*Legal, regulatory and compliance risk*" on pages 9 to 13 of the 2025 Registration Document.

4. Other risks relating to Morgan Stanley's business activities

A description of the other risks relating to Morgan Stanley's business activities that may affect the ability of the Issuer to fulfil its obligations under the Notes are set out in the section entitled "*Other risks relating to Morgan Stanley's business activities*" on pages 13 to 15 of the 2025 Registration Document.

5. Risks relating to MSI plc, MSBV, MSFL and MSESE

A description of risks relating to MSI plc, MSBV, MSFL and MSESE that may affect the ability of the Issuer to fulfil its obligations under the Notes are set out in the section entitled "*Risks relating to MSI plc, MSBV, MSFL and MSESE*" (excluding the Risk Factors headed "*As a finance subsidiary, MSFL has no independent operations and is expected to have no independent assets*", "*Powers under the Banking Act 2009*", "*Write-down and conversion of capital instruments and liabilities power and bail-in power*", "*Other powers*" and *"Risks in relation to the exercise of potential resolution powers under German/EU Law"*) on pages 15 to 21 of the 2025 Registration Document.

6. Risk Factors relating to the financial position of the Issuers and Guarantor

6.1 ***Credit risk***

Pursuant to Condition 4 (*Status*), the obligations of the Issuers under the Notes and of the Guarantor under the Guarantee are unsecured. Holders of Notes issued by Morgan Stanley or MSI plc bear the credit risk of the relevant Issuer that is the risk that the relevant Issuer is not able to meet its obligations under such Notes, irrespective of whether such Notes are referred to as capital or principal protected or how any principal, interest or other payments under such Notes are to be calculated. Holders of Notes issued by MSBV or MSFL bear the credit risk of the relevant Issuer and/or the Guarantor, that is the risk that the relevant Issuer and/or the Guarantor is not able to meet its obligations under such Notes, irrespective of whether such Notes are referred to as capital or principal protected or how any principal, interest or other payments under Notes are to be calculated. If the Issuer and/or the Guarantor is not able to meet its obligations under the Notes, then that would have a significant negative impact on the investor's return on the Notes and an investor may lose up to its entire investment.

7. Legal and Regulatory risks in relation to the Issuers and Guarantor

7.1 ***Risks in relation to the exercise of potential resolution powers under UK law***

MSI plc, as an investment firm for the purposes of the Banking Act 2009 (the **Banking Act**), is subject to provisions of that Act which give wide powers in respect of UK banks, their parent and other group companies and investment firms (such as MSI plc) to HM Treasury, the Bank of England, the Prudential Regulation Authority and the United Kingdom Financial Conduct Authority (**FCA**) (each a **relevant U.K. Regulatory Authority**) in circumstances where the relevant UK bank or investment firm (a "**relevant financial institution**") has encountered or is likely to encounter financial difficulties. The Banking Act implements the provisions of Directive 2014/59/EU (the **Bank Recovery and Resolution Directive** or **BRRD**), and was recently amended by, amongst other statutory instruments, The Bank Recovery and Resolution (Amendment) (EU Exit) Regulations 2020, which implement into UK law certain of the recent amendments to BRRD which were required to be implemented prior to the UK leaving the EU.

These powers include powers to: (a) transfer all or some of the liability in respect of the securities issued by a relevant financial institution, or all or some of the property, rights and liabilities of a relevant financial institution (which could include instruments issued by MSI plc, such as the Notes, and guarantee liabilities of MSI plc), to a commercial purchaser or, in the case of securities, to HM Treasury or an HM Treasury nominee, or, in the case of property, rights or liabilities, to an entity owned by the Bank of England; (b) override any default provisions in contracts or other agreements, including provisions that would otherwise allow a party to terminate a contract or accelerate the payment of an obligation; (c) commence certain insolvency procedures in relation to a relevant financial institution; and (d) override, vary or impose contractual obligations, for reasonable consideration, between a relevant financial institution or its parent and its group undertakings (including undertakings which have ceased to be members of the group), in order to enable any transferee or successor of the relevant financial institution to operate effectively. The Banking Act also gives power to HM Treasury to make further amendments to the law for the purpose of enabling it to use the special resolution regime powers effectively, potentially with retrospective effect.

By reason of its group relationship with certain other Morgan Stanley Group companies (including companies incorporated outside the UK) which are banks, investment firms, EU institutions or third–country institutions for the purposes of the Banking Act, MSI plc is a banking group company within the meaning of the Banking Act. Accordingly, the relevant UK Regulatory Authority can exercise substantially similar special resolution powers in respect of MSI plc in its capacity as a banking group company where the Prudential Regulation Authority, an EU resolution authority or third country authority having jurisdiction over the relevant Morgan Stanley Group company is satisfied that such Morgan Stanley Group company meets the relevant conditions for resolution action **(including that it is failing or likely to fail, that it is not reasonably likely that other measures would prevent its failure, and that it is in the public interest to exercise those powers) or that it satisfies an equivalent test in the relevant jurisdiction (irrespective of whether at that time MSI plc is failing or likely to fail). Additionally, where a relevant third country Morgan Stanley Group company becomes subject to resolution or similar measures, the relevant UK Regulatory Authority may recognise the application of some of those measures to MSI plc (irrespective of whether at that time MSI plc is failing or likely to fail)**.

The powers granted to the relevant UK Regulatory Authority include (but are not limited to) a "writedown and conversion of capital instruments and liabilities" power and a "bail-in" power.

The "write-down and conversion of capital instruments and liabilities power" may be used where the relevant UK Regulatory Authority has determined that the institution concerned has

reached the point of non-viability, but that no bail-in of instruments other than capital instruments or (where the institution concerned is not a resolution entity) certain internal non-own funds liabilities ("**relevant internal liabilities**") is required (however the use of the write-down and conversion power does not preclude a subsequent use of the bail-in power) or where the conditions to resolution are met. Any write-down or conversion effected using this power must be carried out in a specific order such that common equity must be written off, cancelled or appropriated from the existing shareholders in full before additional tier 1 instruments are affected, additional tier 1 instruments must be written off or converted in full before tier 2 instruments are affected and (in the case of a non-resolution entity) tier 2 instruments must be written off or converted in full before relevant internal liabilities are affected. Where the write-down and conversion of capital instruments and liabilities power is used, the write-down is permanent and investors receive no compensation (save that common equity tier 1 instruments may be required to be issued to holders of written-down instruments). The write-down and conversion of capital instruments and liabilities power is not subject to the "no creditor worse off" safeguard (unlike the bail-in power described below).

The "bail-in" power gives the relevant UK Regulatory Authority the power, in relation to a failing relevant financial institution or a banking group company in respect of a bank, investment firm, EU institution or third-country institution (whether or not incorporated in the UK) **which is failing or likely to fail, to cancel all or a portion of the principal amount of, or interest on, certain unsecured liabilities of a failing financial institution or its holding company, and/or to convert certain debt claims into another security, including ordinary shares of the surviving entity, if any. Under the Banking Act, such power could be utilised in relation to MSI plc were it to be failing or likely to fail, or were a bank, investment firm, EU institution or third-country institution (whether or not incorporated in the UK) in respect of which MSI plc is a banking group company to be failing or likely to fail. Were such power to be utilised in relation to MSI plc, it could be utilised in relation to securities issued by MSI plc (such as the Notes) or guarantee liabilities of MSI plc.**

The Banking Act requires the relevant UK Regulatory Authority to apply the "bail-in" power in accordance with a specified preference order which differs from the ordinary insolvency order. In particular, the relevant UK Regulatory Authority must write-down or convert debts in the following order: (i) additional tier 1, (ii) tier 2, (iii) other subordinated claims, and (iv) certain senior claims. The bail-in power is subject to the "no creditor worse off" safeguard, under which any shareholder or creditor which receives less favourable treatment than they would have had the institution entered into insolvency may be entitled to compensation.

Although the exercise of the bail-in power under the Banking Act is subject to certain pre-conditions, **there remains uncertainty regarding the specific factors (including, but not limited to, factors outside the control of MSI plc or not directly related to MSI plc) which the relevant UK Regulatory Authority would consider in deciding whether to exercise such power with respect to MSI plc and its securities or other liabilities.** Moreover, as the relevant UK Regulatory Authority may have considerable discretion in relation to how and when it may exercise such power, holders of securities issued or guaranteed by MSI plc (such as the Notes) may not be able to refer to publicly available criteria in order to anticipate a potential exercise of such power and consequently its potential effect on MSI plc and securities issued or guaranteed by MSI plc.

As well as a "write-down and conversion of capital instruments and liabilities power and a "bail-in" power, the powers of the relevant UK Regulatory Authority under the Banking Act include broad powers to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transfer all or part

of the business of the relevant financial institution to a "bridge institution" (an entity created for such purpose that is wholly or partially in public control) and (iii) separate assets by transferring impaired or problem assets to one or more publicly owned asset management vehicles to allow them to be managed with a view to maximising their value through eventual sale or orderly winddown (this can be used together with another resolution tool only). The Bank of England has broad powers to make one or more share transfer instruments (in the case of a transfer to a private sector purchaser described in (i) or a transfer to a "bridge institution" in the case of (ii)) or one or more property transfer instruments (in all three cases). A transfer pursuant to a share transfer instrument or a property transfer instrument will take effect despite any restriction arising by virtue of contract or legislation or in any other way.

In addition, the Banking Act gives the relevant UK Regulatory Authority power to amend the maturity date and/or any interest payment date of debt instruments or other eligible liabilities of the relevant financial institution and/or impose a temporary suspension of payments and/or discontinue the listing and admission to trading of debt instruments.

The exercise by the relevant UK Regulatory Authority of any of the above powers under the Banking Act (including especially the write-down and conversion of capital instruments power and the bail-in power) could lead to the holders of securities issued or guaranteed by MSI plc losing some or all of their investment. Moreover, trading behaviour in relation to the securities issued or guaranteed by MSI plc, including market prices and volatility, may be affected by the use or any suggestion of the use of these powers and accordingly, in such circumstances, such securities are not necessarily expected to follow the trading behaviour associated with other types of securities. There can be no assurance that the taking of any actions under the Banking Act by the relevant UK Regulatory Authority or the manner in which its powers under the Banking Act are exercised will not materially adversely affect the rights of holders of securities issued or guaranteed by MSI plc, the market value of an investment in such securities and/or MSI plc's ability to satisfy its obligations under, or under its guarantee of, such securities.

7.2 ***The Issuer or the Guarantor, as the case may be, may be substituted by another entity without the consent of Noteholders***

The Terms and Conditions of the Notes set out that the Issuer can, without the consent of Noteholders and without taking into consideration the interest of Noteholders, agree to be substituted by another as principal debtor of the Notes, subject to the conditions set out in Condition 31 (*Substitution*). The substitution may, in particular, but without limitation, be conditional upon Morgan Stanley or MSI plc, as the case may be, acting as guarantor of the obligations of the substitute issuer in respect of the Notes, or the Issuer or the Guarantor may, in certain circumstances, be substituted by entities outside the Morgan Stanley group, in which case the Noteholders will have a right to redeem their Notes upon request within a certain period of time. In addition, the substitute shall receive all necessary regulatory authorizations in order to comply with its commitments under the Notes or to the Guarantee (as applicable) and this substitution shall be permitted by any regulated market on which one the Notes are, as the case may be, admitted to trading and potential requirements applicable to this regulated market shall be complied with so that the Notes remain admitted to trading on this regulated market. For further explanations, please refer to Condition 31 (*Substitution*). Such substitution could result in a decrease in the value of the Notes. If the Issuer substitutes an entity for the Issuer as the principal debtor in respect of the Notes, the tax consequences (including the withholding tax consequences) of holding the Notes may change. Except as otherwise set out in the Terms and Conditions, if withholding is required on the Notes the Issuer will not be required to pay any additional amounts.

7.3 ***As a finance subsidiary, MSFL has no independent operations and is expected to have no independent assets***

The principal risks with respect to Morgan Stanley will also represent the principal risks with respect to MSFL, either as an individual entity or as part of the Morgan Stanley Group.

MSFL has no independent operations beyond the issuance and administration of its securities and is expected to have no independent assets available for distributions to holders of MSFL Notes if they make claims in respect of the Notes in a bankruptcy, resolution or similar proceeding. Accordingly, any recoveries by such Noteholders will be limited to those available under the related Guarantee by Morgan Stanley and that Guarantee will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of Morgan Stanley present and future, but, in the event of insolvency, only to the extent permitted by laws affecting creditors' rights. Holders will have recourse only to a single claim against Morgan Stanley and its assets under the Guarantee. Holders of Notes issued by MSFL should accordingly assume that in any such proceedings they would not have any priority over and should be treated *pari passu* with the claims of other unsecured, unsubordinated creditors of Morgan Stanley, including holders of Morgan Stanley-issued securities. Holders of the Notes issued by MSFL should therefore be aware that in any such proceedings a Holder's recoveries in respect of its claims under the Guarantee may be less than if it had such priority.

7.4 ***Risks in relation to the exercise of potential resolution powers under German/EU Law***

MSESE is subject to the European Union recovery and resolution framework as set out in Regulation (EU) No 806/2014 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 ("**SSM**") and a single resolution fund (the "**SRM Regulation**") and Directive 2014/59/EU establishing BRRD, and as amended by Directive (EU) 2019/879, "**BRRD II**"). BRRD was transposed into national German law by the German Recovery and Resolution Act (*Sanierungs- und Abwicklungsgesetz*, "**SAG**"). In November 2020 the Risk Reduction Act (*Risikoreduzierungsgesetz*) has been adopted to implement BRRD II in Germany, which led to, inter alia, amendments to the SAG.

BRRD (as transposed into national law) and the SRM Regulation give wide powers in respect of German banks and investment firms (such as MSESE) to the Single Resolution Board, the European Central Bank ("**ECB**") and the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*, "**BaFin**"), as applicable, (each a "**relevant Regulatory Authority**") in circumstances where the relevant German bank or investment firm, the relevant financial institution, is likely to fail.

These powers include, but are not limited to powers to: (a) transfer all or some of the liability in respect of the securities issued by a relevant financial institution, or all or some of the property, rights and liabilities of a relevant financial institution (which could include instruments issued by MSESE), to another entity; (b) override any default provisions in contracts or other agreements, including provisions that would otherwise allow a party to terminate a contract or accelerate the payment of an obligation; (c) commence certain insolvency procedures in relation to a relevant financial institution; and (d) override, vary or impose contractual obligations, for reasonable consideration, between a relevant financial institution and its parent, in order to enable any transferee or successor of the relevant financial institution to operate effectively.

By reason of its group relationship with certain other Morgan Stanley Group companies (including companies incorporated outside of Germany) which are banks, investment firms or third–country institutions, MSESE is a banking group company (gruppenangehöriges

Unternehmen) within the meaning of the SAG. Accordingly, the relevant Regulatory Authority can exercise substantially similar special resolution powers in respect of MSESE in its capacity as a banking group company where the BaFin or third country authority having jurisdiction over the relevant Morgan Stanley Group company is satisfied that such Morgan Stanley Group company meets the relevant conditions for resolution action (including that it is failing or likely to fail, that it is not reasonably likely that other measures would prevent its failure, and that it is in the public interest to exercise those powers) or that it satisfies an equivalent test in the relevant jurisdiction (irrespective of whether at that time MSESE is failing or likely to fail). Additionally, where a relevant third country Morgan Stanley Group company becomes subject to resolution or similar measures, the relevant Regulatory Authority may recognise the application of some of those measures to MSESE (irrespective of whether at that time MSESE is failing or likely to fail).

The powers granted to the relevant Regulatory Authority include (but are not limited to) a "**bail-in**" power.

The "bail-in" power gives the relevant Regulatory Authority the power, in relation to a relevant financial institution or a banking group company in respect of a bank, investment firm or third-country institution (whether or not incorporated in Germany) which is failing or likely to fail, of (a) cancellation of all or a portion of certain of its unsecured liabilities, (b) permanent reduction of claims for payment of principal, interest or other amounts under the debt securities, including to zero, (c) conversion of certain of its liabilities into another security of the surviving entity, if any. Such power could be utilised in relation to MSESE were it to be failing or likely to fail, or were a bank, investment firm or third-country institution (whether or not incorporated in Germany) in respect of which MSESE is a banking group company to be failing or likely to fail. Were such power to be utilised in relation to MSESE, it could be utilised in relation to Notes issued by MSESE.

The SRM and the provisions of the SAG, respectively, require the relevant Regulatory Authority to apply the "bail-in" power in accordance with a specified preference order which differs from the ordinary insolvency order. In particular, the relevant Regulatory Authority must write-down or convert debts in the following order: (i) additional tier 1, (ii) tier 2, (iii) other subordinated claims and (iv) eligible senior claims. Generally, no creditor should incur a greater loss than it would have incurred if the institution had been wound up under regular insolvency proceedings (so called "*no creditor worse-off*" principle).

Although the exercise of the bail-in power under the SRM Regulation, the SAG and other applicable rules and regulations is subject to certain pre-conditions, there remains uncertainty regarding the specific factors (including, but not limited to, factors outside the control of MSESE or not directly related to MSESE) which the relevant Regulatory Authority would consider in deciding whether to exercise such power with respect to MSESE and its securities or other liabilities. Moreover, as the relevant Regulatory Authority may have considerable discretion in relation to how and when it may exercise such power, holders of Notes issued by MSESE may not be able to refer to publicly available criteria in order to anticipate a potential exercise of such power and consequently its potential effect on MSESE and Notes issued by MSESE.

The holders of Notes are bound by any resolution measure taken by the relevant Regulatory Authority. Noteholders would have no claim or any other right against the MSESE, arising out of any resolution measure against MSESE, to make payments under the Notes. This would occur if MSESE becomes or is deemed by the competent authority to have become, failing or likely to fail (in particular if its continued existence is at risk (*Bestandsgefährdung*)) and certain other conditions are met (as set forth in the SRM Regulation, the SAG and other applicable rules and regulations).

As well as a "bail-in" power, the powers of the relevant Regulatory Authority include broad powers to (i) direct the sale of the relevant financial institution or the whole or part of its business on commercial terms without requiring the consent of the shareholders or complying with the procedural requirements that would otherwise apply, (ii) transfer all or part of the business of the relevant financial institution to a "bridge institution" ((*Brückeninstitut*) an entity created for such purpose that is wholly or partially in public control) and (iii) separate assets by transferring impaired or problem assets to one or more publicly owned asset management vehicles (*Vermögensverwaltungsgesellschaft*) to allow them to be managed with a view to maximising their value through eventual sale or orderly wind-down (this can be used together with another resolution tool only).

In addition, the SAG gives the relevant Regulatory Authority power to amend the maturity date and/or any interest payment date of debt instruments or other eligible liabilities of the relevant financial institution and/or impose a temporary suspension of payments and/or discontinue the listing and admission to trading of debt instruments.

The SAG provides that BaFin must, in making regulations about compensation arrangements in the case of the exercise of a bail-in power, have regard to the "no creditor worse off" principle, and BaFin has made regulations governing compensation arrangements upon the exercise of a bail-in power. Notwithstanding the foregoing, the exercise by the relevant Regulatory Authority of any of the above powers under the SRM and the provisions of the SAG respectively (including especially the bail-in power) could lead to the holders of Notes issued by MSESE losing some or all of their investment. Moreover, trading behaviour in relation to the Notes issued by MSESE, including market prices and volatility, may be affected by the use or any suggestion of the use of these powers and accordingly, in such circumstances, such Notes are not necessarily expected to follow the trading behaviour associated with other types of securities. There can be no assurance that the taking of any actions under the SRM Regulation, the SAG or other applicable laws and regulations by the relevant Regulatory Authority or the manner in which its powers under these laws are exercised will not materially adversely affect the rights of holders of Notes issued by MSESE, the market value of an investment in such Notes and/or MSESE's ability to satisfy its obligations under such Notes.

7.5 **Conflicts of interest**

The Issuer, the Guarantor and their affiliates may act in a number of capacities in connection with the Notes and need not take into account the specific interests of any individual Noteholder. Such a party may also enter into business dealings relating to the Notes or the Relevant Underlying or any asset to which the Notes or Relevant Underlying are exposed, from which such party may derive revenues and profits in addition to any fees stated in the various documents, without any duty to account therefor, or act in a way that is adverse to the interests of the Noteholders generally.

For further information, see the section of this Base Prospectus titled "*Conflicts of Interest*".

7.6 **Under the Terms and Conditions of the MSIP Notes each Noteholder agrees to be bound by the exercise of any U.K. bail-in power by the relevant U.K. resolution authority.**

By its acquisition of MSIP Notes, each Noteholder shall be deemed to have acknowledged, accepted, consented and agreed to be bound by the effect of the exercise of the U.K. bail-in power by the relevant U.K. resolution authority (which as at the date hereof is The Bank of England). For more information, see Condition 33 (*Agreement with respect to the exercise of U.K. Bail-In Powers with respect to MSIP Notes*) and the risk factors under the heading "*7.1 Risks in relation to the exercise of potential resolution powers*" above.

The exercise of the U.K. bail-in power by the relevant U.K. resolution authority, may include and result in any of the following, or some combination thereof:

- the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, MSIP Notes or any other outstanding amounts due under or in respect of MSIP Notes;

- the conversion of all, or a portion, of the principal amount of, or interest on, MSIP Notes into shares or other securities or other obligations of MSIP or another person (and the issue to or conferral on the Noteholder of such shares, securities or obligations); and/or

- the amendment or alteration of the maturity of MSIP Notes, or amendment of the amount of interest due on MSIP Notes, or the dates on which interest becomes payable, including by suspending payment for a temporary period; any U.K. bail-in power may be exercised by means of variation of the terms of MSIP Notes solely to give effect to the exercise by the relevant U.K. resolution authority of such U.K. bail-in power.

Accordingly, if any U.K. bail-in power is exercised over MSIP with respect to MSIP Notes, Noteholders may not be able to recover all or even part of the amount due under MSIP Notes, or Noteholders may receive a different security issued by MSIP (or another person) in place of the amount (if any) due to Noteholders under MSIP Notes, which may be worth significantly less than the amount due to Noteholders under MSIP Notes at expiry.

8. Risks Factors relating to some or all of the Notes

8.1 *Investors risk losing all of their investment in the Notes*

Potential investors should be aware that depending on the terms of the relevant Notes (i) they may receive no or a limited amount of interest, (ii) payments may occur at a different time than expected and (iii) **except in the case of Notes which are scheduled to repay 100 per cent. of their principal and where the Issuer (and, where applicable, the Guarantor) does not fail to make such payment, they may lose all or a substantial portion of their investment if the value/performance of the Relevant Underlying does not move in the anticipated direction.**

8.2 *The Notes are not ordinary debt securities*

The terms of certain Notes differ from those of ordinary debt securities because the Notes may not pay interest and, on maturity, depending on the performance of the Relevant Underlying, may return less than the amount invested or nothing, or may return assets or securities of an issuer that is not affiliated with the Issuer, the value of which is less than the amount invested. **The price of the Notes may fall in value as rapidly as it may rise, and investors in the Notes may potentially lose all of their investment.**

8.3 *The Notes may be redeemed prior to maturity*

In accordance with Condition 16.2 (*Tax Redemption*), in the event that the relevant Issuer or the Guarantor (if applicable) would be obliged by law to make any withholding or deduction for or on account of tax with respect to the Notes (as described in Condition 19 (*Taxation*)), the relevant Issuer may redeem all outstanding Notes in accordance with the Terms and Conditions at the redemption price which can be Par Redemption (Accrued), Par Redemption (Unaccrued), Theoretical Value or Qualified Financial Institution Determination, each as defined in Condition 16.2 (*Tax Redemption*) and as specified in the applicable Final Terms.

If in the case of any particular Tranche of Notes the relevant Final Terms specify that the Notes are redeemable at the relevant Issuer's option in certain other circumstances then the relevant Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. 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.

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

In the case of certain Notes, if such Notes are redeemed early for any reason, the amount payable by the Issuer may be less than the amount that would have been paid had the Notes been redeemed at maturity.

In addition, in the circumstance of an event of default by the relevant Issuer and acceleration of the Notes, the investor would have an unsecured claim against the relevant Issuer or, if applicable, the Guarantor for the amount due on the early redemption of the Notes.

If "(Unaccrued)" is specified in the applicable Final Terms with respect to any Early Redemption Amount then upon the occurrence of such early redemption the Notes will be redeemed without any of the accrued interest. In such circumstances, Noteholders will not receive any interest that has accrued on the Notes up to, but excluding, the date of early redemption. This means that, should an early redemption occur, any interest that has accrued but remains unpaid as at the date of early redemption will be forfeited by the Noteholders.

8.4 ***The value of the Notes may be influenced by unpredictable factors***

The value of the Notes may be influenced by several factors beyond the Issuer's, and/or its Affiliates' and, where applicable, the Guarantor's control, including the following:

(1) *Valuation of the Relevant Underlying.* The market price or value of a Note at any time is expected to be affected primarily by changes in the level of the Relevant Underlying to which the Notes are linked. It is impossible to predict how the level of the Relevant Underlying will vary over time. The historical performance value (if any) of the Relevant Underlying does not indicate the future performance of the Relevant Underlying. Factors which may have an effect on the value of the Relevant Underlying include the rate of return of the Relevant Underlying and, where relevant, the financial position and prospects of the issuer of the Relevant Underlying, the market price or value of the applicable underlying security, index, ETF, fund, basket of securities, indices, ETFs, funds, futures contracts or underlying rates. In addition, the level of the Relevant Underlying may depend on a number of inter related factors, including economic, financial and political events and their effect on the capital markets generally and relevant stock exchanges. Potential investors should also note that whilst the market value of the Notes is linked to the Relevant Underlying and will be influenced (positively or negatively) by the Relevant Underlying, any change may not be comparable and may be disproportionate. It is possible that while the Relevant Underlying is increasing in value, the value of the Notes may fall. Further, the Conditions of the Notes will allow the Determination Agent to make adjustments or take any other appropriate action if circumstances occur where the Notes or any exchanges or price sources are affected by market disruption, adjustment events or circumstances affecting normal activities.

(2) *Volatility.* The term "**volatility**" refers to the actual and anticipated frequency and magnitude of changes of the market price with respect to a Relevant Underlying. Volatility is affected by a number of factors such as macroeconomic factors (i.e. those economic factors which have broad economic effects), speculative trading and supply and demand in the options, futures and other derivatives markets. When the Relevant Underlying is a Bond Index, its volatility may be significant and result from factors specific to the fixed income markets and the relevant Index Underlying(s) Security(ies), including the European Central Bank's monetary policy stance and communication, inflation expectations and the term premium, shifts and distortions in the yield curve (level, slope, and curvature), supply and demand for the relevant Index Underlying(s) Security(ies) and collateral (including "specialness" phenomena in the repo market), liquidity and capital market conditions, perceptions of sovereign risk, and macroeconomic or geopolitical shocks. The index methodology, including the observation time, price sources, selection or interpolation of the underlying rate, and applicable calendars and conventions, may also contribute to level discrepancies and increased volatility, regardless of intraday market conditions. Periods of very low or negative interest rates may increase these non-linear effects. Volatility of a Relevant Underlying will move up and down over time (sometimes more sharply than at other times) and different Relevant Underlyings will most likely have separate volatilities at any particular time. Even small absolute changes in the return of the Relevant Underlying may result in significant changes in the value of the Notes, particularly in the presence of barrier, floor, or cap effects. As a result, the volatility of the Relevant Underlying may adversely affect the value of the Notes and the amount Noteholders may receive in respect of the Notes.

(3) *Dividend Rates and other Distributions.* The value of certain Equity-Linked Notes, Fund-Linked Notes and Futures Contract-Linked Notes could, in certain circumstances, be affected by fluctuations in the actual or anticipated rates of dividend (if any) or other distributions on a Relevant Underlying.

(4) *Interest Rates and Government Bond Yields.* Investments in the Notes may involve interest rate risk. The interest rate level may fluctuate on a daily basis and cause the value of the Notes to change on a daily basis. The interest rate risk is a result of the uncertainty with respect to future changes of the market interest rate level. In general, the effects of this risk increase as the market interest rates increase. When the reference rate is a government bond yield, such as the French TEC10, German government bonds (*Bund*), United Kingdom Gilt, or U.S. Treasury CMT Rate, it is inherently subject to volatility arising from general interest rate risks as well as changes in the financial condition or credit rating of the relevant government issuer. Furthermore, government bonds with longer maturities typically exhibit greater sensitivity to fluctuations in interest rates, which generally results in higher volatility compared to government bonds with shorter maturities.

(5) *Remaining Term.* Generally, the effect of pricing factors over the term of the Notes will decrease as the maturity date approaches. However, this reduction in the effect of pricing factors will not necessarily develop consistently up until the maturity date, but may undergo temporary acceleration and/or deceleration. Even if the price of the Relevant Underlying rises or falls there may be a reduction or increase, as the case may be, in the value of the Notes due to the other value determining factors. Given that the term of the Notes is limited, investors cannot rely on the price of the Relevant Underlying or the value of the Notes recovering again prior to maturity.

(6) *Creditworthiness.* Any prospective investor who purchases the Notes is relying upon the creditworthiness of the Issuer and/or the Guarantor, if applicable, and has no rights against any other person. If the Issuer and/or the Guarantor, if applicable, becomes insolvent, investors may suffer potential loss of their entire investment irrespective of any favourable development of the other value determining factors, such as a Relevant Underlying.

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

Some or all of the above factors will influence the price investors will receive if an investor sells its Notes prior to maturity, which is usually referred to as "secondary market practice". For example, investors may have to sell certain Notes at a substantial discount from the principal amount or investment amount if the market price or value of the applicable Relevant Underlying is at, below, or not sufficiently above the initial market price or value or if market interest rates rise. The secondary market price may be lower than the market value of the issued Notes as at the Issue Date to take into account, amongst other things, amounts paid to distributors and other intermediaries relating to the issue and sale of the Notes and amounts relating to the hedging of the Issuer's obligations. As a result of all of these factors, any investor that sells the Notes before the stated expiration or maturity date, may receive an amount in the secondary market which may be less than the then intrinsic market value of the Notes and which may also be less than the amount the investor would have received had the investor held the Notes through to maturity.

8.5 ***Limited Events of Default under the Notes***

Events of Default with respect to Notes are limited to (i) a failure to pay, by the relevant Issuer or the Guarantor, as the case may be, any amount of principal or interest in respect of the Notes within thirty days of the due date for payment thereof, or (ii) the bankruptcy, insolvency or reorganisation of the relevant Issuer, all as further described under Condition 20 (*Events of Default*).

The Notes will not have the benefit of any cross-default or cross-acceleration with other indebtedness of MSIP, MSBV, MSFL, MSESE or Morgan Stanley, as applicable. Other than the covenant to pay, there are no covenants under the Notes and a breach of any obligations under the Notes other than a failure to pay (as detailed above) by MSIP, MSBV, MSFL, MSESE or Morgan Stanley, as Issuer, does not constitute an event of default under the Notes. In addition, a breach of any obligations under the Notes other than a failure to pay (as detailed above) by Morgan Stanley as guarantor, or an event of bankruptcy, insolvency or reorganization of Morgan Stanley as guarantor, does not constitute an event of default with respect to any Notes issued by MSBV or MSFL. As a result, in such circumstances Noteholders will not be able to declare the Notes immediately due and payable pursuant to the Terms and Conditions of the Notes.

8.6 ***Certain considerations regarding the use of the Notes as hedging instruments***

Any person intending to use the Notes as a hedge instrument should recognise the "correlation risk" of doing this. Correlation risk is the potential differences in exposure for a potential investor that may arise from the ownership of more than one financial instrument. The Notes may not hedge exactly a Relevant Underlying or portfolio of which a Relevant Underlying forms a part. In addition, it may not be possible to liquidate the Notes at a level which directly reflects the price of the Relevant Underlying or portfolio of which the Relevant Underlying forms a part. **Potential investors should not rely on the ability to conclude transactions during the term of the Notes to offset or limit the relevant risks. This depends on market conditions and the value and/or performance of the Relevant Underlying. It is possible that such transactions will only be concluded at an unfavourable market price, resulting in a corresponding loss for Noteholders.**

8.7 ***Effect on the Notes of hedging transactions by the Issuer***

As disclosed in the applicable Final Terms, the Issuer may use a portion of the total proceeds from the issue of the Notes for transactions to hedge the risks of the Issuer relating to the Notes. In such case, the Issuer or any of its Affiliates may conclude transactions that correspond to the obligations of the Issuer under the Notes. As a rule, such transactions are concluded prior to or on the Issue Date, but it is also possible to conclude such transactions after issue of the Notes. On or before a valuation date, the Issuer or any of its Affiliates may take the steps necessary for closing out any hedging transactions. It cannot, however, be ruled out that the price, level or value of a Relevant Underlying will be influenced by such transactions. Entering into or closing out these hedging transactions may influence the probability of occurrence or non-occurrence of determining events in the case of Notes with a value based on the occurrence of a certain event in relation to a Relevant Underlying. Also, as noted above, these hedging activities could affect the price, rate, level or other value of the Relevant Underlying(s). Accordingly, the hedging activities of the Issuer and its affiliates could have a significant negative (or positive) impact on the investor's return on the Notes.

8.8 ***Secondary trading of the Notes may be limited***

Prospective investors should be willing to hold the Notes until maturity. The nature and extent of any secondary market in the Notes cannot be predicted and there may be little or no secondary market in the Notes. As a consequence, any person intending to hold the Notes should consider liquidity in the Notes as a risk. Where the Notes are admitted to listing, trading and/or quoted by or on any listing authority, exchange or quotation system, this does not imply greater or lesser liquidity than if equivalent Notes were not so listed, traded or quoted and the Issuer cannot guarantee that the admission to listing, trading or quotation will be permanently maintained. Where the Notes are not admitted to listing, trading and/or quotation, it becomes more difficult to subscribe or purchase and sell such Notes and there may also be a lack of transparency with regard to pricing information. This may impact the ability of a Noteholder to sell the Notes at any time.

Further, although an Issuer may apply to have certain issuances of Notes admitted to trading on Euronext Paris, on the Luxembourg Regulated Market, on the Luxembourg Stock Exchange's Euro MTF market, displayed on the Luxembourg Stock Exchange Securities Official List (LuxSE SOL) (without admission to trading) or to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, approval for any listing is subject to meeting the relevant listing requirements. Even if there is a secondary market, it may not provide enough liquidity to allow the investor to sell or trade the Notes easily. MSIP and other Affiliates of Morgan Stanley may from time to time, make a market in the Notes, but they are not contractually required to do so. If at any time MSIP and other Affiliates of the Issuers were

to cease making a market in the Notes, it is likely that there would be little or no secondary market for the Notes. This may impact the ability of a Noteholder to sell the Notes at any time.

8.9 ***Modification and waiver***

Condition 24 (*Representation of Noteholders*) contains provisions for the representation of Noteholders through meetings of Noteholders or by way of written resolutions to consider matters affecting their interests generally. Noteholders may through collective decision deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to potential litigation claim against the relevant Issuer. These provisions permit defined majorities to bind all holders of the relevant Notes, including holders who did not attend or were not represented at the relevant meeting and holders who voted in a manner contrary to the majority. If Noteholders of the Notes are not part of the defined majority, including if such Noteholder did not attend the relevant meeting, they will be bound by the decision of the defined majority on matters which may negatively affect the interests of such Noteholder. This may have a negative impact on the market value of the Notes and hence Noteholders may lose part of their investment.

8.10 ***Restricted secondary trading if the electronic trading system is unavailable***

Trading in the Notes may be conducted via one or more electronic trading systems so that "buy" and "sell" prices can be quoted for exchange and off exchange trading. If an electronic trading system used by the Issuer and/or its Affiliates were to become partially or completely unavailable, such a development would have a corresponding effect on the ability of investors to trade the Notes.

8.11 ***Payments on certain Notes may be subject to U.S. withholding tax***

Payments on a Note issued by Morgan Stanley or MSFL that are treated as interest for U.S. federal income tax purposes may be subject to U.S. withholding tax of 30 per cent. if the beneficial owner of the Note does not meet the criteria for being exempt from this withholding tax including the requirement that the beneficial owner (and any financial institution holding the Note on behalf of the beneficial owner) complies with certain U.S. tax identification and certification requirements, generally by furnishing the appropriate Internal Revenue Service Form W-8BEN or W-8BEN-E on which the beneficial owner certifies under penalties of perjury that it is not a United States person, as defined in the Code. In the case of certain other coupon-paying Notes, a non-U.S. investor may be required to establish an exemption under the "other income" provision of a Qualifying Treaty (as defined below) in order to receive payments from Morgan Stanley or MSFL without U.S. withholding tax of 30 per cent. An income tax treaty between a non-U.S. jurisdiction and the United States is a "Qualifying Treaty" if it provides for a 0 per cent. rate of tax on "other income" earned by a resident of the non-U.S. jurisdiction from sources within the United States. Because most income tax treaties contain complex eligibility rules and limitations, a non-U.S. investor should consult its tax adviser about its eligibility for this exemption.

As discussed in "*Taxation - United States Federal Taxation*" below, Sections 1471 through 1474 of the Code and any regulations thereunder or official guidance in connection therewith, an agreement entered into with the IRS pursuant to such sections of the Code, or an intergovernmental agreement (an **IGA**) between the United States and another jurisdiction in furtherance of such sections of the Code (collectively referred to as **FATCA**) may impose a withholding tax of 30 per cent. on payments made on the Notes (including payments made by financial intermediaries), unless various U.S. information reporting and due diligence requirements have been satisfied.

In addition, as discussed in "*Taxation – United States Federal Taxation*" below, Section 871(m) of the Code and the regulations thereunder require withholding (of up to 30 per cent. depending on whether an income tax treaty applies) on payments or deemed payments made to non-U.S. persons on certain financial instruments to the extent that such payments are treated, for U.S. federal income tax purposes, as being U.S.-source dividend equivalent amounts (such as payments on securities linked to U.S. equities or indices that include U.S. equities).

If any U.S. withholding tax is imposed, for example (i) because a beneficial owner (or financial institution holding a Note on behalf of a beneficial owner) does not timely provide the required U.S. tax forms or meet the criteria for exemption from such U.S. withholding tax (ii) under FATCA or (iii) under Section 871(m) of the Code, none of the Issuers, the Guarantor or any intermediary will be required to pay any additional amounts or otherwise indemnify a holder with respect to the amounts so withheld. See "*Taxation - United States Federal Taxation*" below for further discussion of these rules.

8.12 ***Issuer call option risk***

In accordance with Condition 16.4 *(Redemption at the Option of the Issuer*), if Call Option is specified in the applicable Final Terms as being applicable, the Issuer will have the right to early redeem the Notes on any Optional Redemption Date (Call). Following the exercise by the Issuer of such Call Option, the investors will be entitled to receive a pre-determined amount which may be less than the amount that the investors would have been entitled to receive under the terms of the Notes if such Call Option had not been exercised.

The determination to early redeem the Notes will be made at the discretion of the Issuer (unless Condition 16.5 *(Model-based Redemption*) is applicable) taking into account a number of factors, including the current level of the reference asset and the likelihood that such levels will be maintained, or will increase or decrease, in the future. In making such determination, the Issuer will consider whether the expected performance of the reference asset could imply that a higher amount could be payable in the future under the Notes than Optional Redemption Amount (Call). **As a result, it is likely that the Issuer will exercise the Call Option at a time in which the termination of the Notes is least favourable for the investors. The Issuer shall make such determination without taking into account the interest of the investors. The Call Option therefore can limit the possibility for investors to realise in full the expected returns.**

If the Issuer exercises the Call Option, investors in the Notes will no longer be able to participate in the performance of the reference asset.

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

If the Issuer exercises the Call Option, investors generally might not be able to reinvest the termination proceeds in the same market environment as it was available at the time in which they invested in the Notes and they might be unable to reinvest at a comparable rate of returns. Investors should consider reinvestment risk in light of other investments available at the time of their investment decision.

8.13 ***Issuer Model Based Redemption risk***

In accordance with Condition 16.5 *(Model-based Redemption*), if Model-based Redemption is specified in the relevant Final Terms as being applicable, the Issuer must redeem the Notes in whole on any Model-based Redemption Date (Call) at the relevant Model-based Redemption

Amount (Call) if the output of a proprietary valuation model indicates, on a Model-based Redemption Determination Date (Call), that redeeming the Notes at the relevant Model-based Redemption Date (Call) is economically more rational for the Issuer than not so redeeming the Notes. The valuation model is a Morgan Stanley Group proprietary valuation model. It takes into account market data as relevant for the definition of the amount payable by the Issuer under the terms of the Notes, in particular (i) reference market levels and volatilities for the relevant underlying assets, including forward looking predictions of their curves; (ii) valuations of the correlation of the underlying assets; (iii) any relevant currency exchange rate and (iv) the Issuer's (and the Guarantor's, if applicable) credit spreads at the Trade Date. The output of such valuation model is not public and therefore it may be difficult for Noteholders to anticipate whether or not the Notes will be redeemed at the relevant Model-based Redemption Date (Call).

Following the redemption of the Notes in accordance with Condition 16.5 *(Model-based Redemption*), the Noteholders will be entitled to receive a pre-determined amount which may be less than the amount that the Noteholders would have been entitled to receive under the terms of the Notes if such Model-based Redemption had not taken place. In any case, such amount shall be not less than Par, unless otherwise specified in the Final Terms.

It is likely that the Notes will be redeemed based on a Model-based Redemption condition at a time in which the termination of the Notes is least favourable for the Noteholders. Any such determination shall be made without taking into account the interests of the Noteholders. The occurrence of a Model-based Redemption therefore can limit the possibility for Noteholders to realise in full the returns expected from the Notes if they had continued until their scheduled Maturity Date.

The Determination Agent maintains discretion, which shall be exercised in good faith, in the interpretation of the outputs of the Valuation Model and on the date on and time at which such outputs are observed, provided that such date and time shall be no earlier than three (3) Business Days before and no later than a Model-based Redemption Determination Cut-off Date (Call), and therefore with respect to the final decision to redeem the Notes.

If the Notes are early redeemed following a Model-based Redemption, Noteholders will no longer be able to participate in the performance of the reference asset.

If the Notes are early redeemed following a Model-based Redemption, Noteholders generally might not be able to reinvest the redemption amount of the Notes in the same market environment as was available at the time in which they invested in the Notes and they might be unable to reinvest at a comparable rate of return. Noteholders should consider reinvestment risk in light of other investments available at the time of their investment decision.

8.14 ***Notes issued at a substantial discount or premium***

In accordance with Condition 7 (*Zero Coupon Note Provisions*) the relevant Issuer may issue Zero Coupon Note. Further, the relevant Final Terms of any Series of Notes will specify the relevant issue price. The market values of Notes issued at a substantial discount or premium from their principal amount (such as Zero Coupon Notes) tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing Notes. Generally, the longer the remaining term of such Notes, the greater the price volatility as compared to conventional interest-bearing Notes with comparable maturities. Any such volatility may have an adverse effect on the market value of the Notes.

8.15 ***Risks for Notes that are to be physically settled***

"Physical Settlement Notes" generally applies when the formula used to determine the Final Redemption Amount would otherwise result in a cash redemption amount below the nominal value of the Notes. Consequently, the market value of the Underlying Securities delivered to Holders as the Physical Delivery Amount (plus any Cash Residual Amount that will be paid in lieu of a fraction of Underlying Securities) will likely be less than the principal amount of the Notes and may even be zero.

Furthermore, if (with respect to any Notes that are physically settled) prior to the delivery of any specified asset, the Determination Agent for the Notes determines that a settlement disruption event as defined in Condition 18.3 (*Settlement Disruption of Physical Settlement*) (a **Settlement Disruption Event**) is subsisting, then the obligation to deliver such asset shall be postponed to the first following business day on which no Settlement Disruption Event is subsisting. Prospective investors should note that any such determination may affect the value of the Notes and/or may delay settlement in respect of the Notes.

Prospective investors should note that for so long as any delivery of any part of the specified asset is not practicable by reason of a Settlement Disruption Event, then the Issuer may, in its reasonable discretion, satisfy its obligations to deliver such part of the specified asset by payment of a Disruption Cash Settlement Price, as defined in Condition 18.3 (*Settlement Disruption of Physical Settlement*). Prospective investors should note that the Disruption Cash Settlement Price will reflect the fair market value of the Notes less the cost to the Issuer and/or any of its Affiliates of unwinding any Relevant Underlying related hedging arrangements and that any such determination may adversely affect the value of the Notes.

From the date of physical delivery, the Noteholders shall, consequently, be exposed to the issuer of the Relevant Underlying as well as to the risks associated with the direct holding of such Relevant Underlying. If, following delivery of the Relevant Underlying, the Noteholders wish to dispose of such Relevant Underlying, it is possible that, in the event of low liquidity in the market for the Relevant Underlying, such Noteholders may be unable to dispose of it at a price equivalent to that which they would have obtained had the Notes been redeemed in cash. Furthermore, in the absence of liquidity, the Noteholders may be unable to dispose of the Relevant Underlying.

The redemption of the Notes by way of physical delivery of a Relevant Underlying may accordingly entail an additional risk for the Noteholders as compared with Notes whose redemption amount would be paid in cash, and by reason of such particular method of redemption, the Noteholders may lose all or part of the Final Redemption Amount initially paid in the form of the Relevant Underlying.

8.16 ***Risks Relating to the Occurrence of a Regulatory Event***

Pursuant to Condition 21 (*Illegality and Regulatory Event*) Notes issued by MSBV provides that the Issuer shall have the right to redeem the Notes early (at the amount specified in the relevant Final Terms) if the Issuer has determined that a Regulatory Event has occurred. The circumstances in which a Regulatory Event may be deemed by the Issuer to have occurred are described in the definition of "Regulatory Event" under Condition 2.1 (*Definitions*). There can be no assurance that a Regulatory Event will not occur and Noteholders should be aware that, should a Regulatory Event occur, it may lead to an early redemption of the Notes.

8.17 ***Risks relating to Green Bonds, Social Bonds and Sustainability Bonds***

The applicable Final Terms relating to any specific Series of Notes may provide that the Issuer will issue Green Bonds, Social Bonds and Sustainability Bonds (see section "*Use of Proceed*" of this Base Prospectus). While each Issuer of such bonds has the intention and procedures in place to allocate an amount equal to the gross proceeds of the Green Bonds, Social Bonds and Sustainability Bonds in accordance with the rules set out by the Morgan Stanley Sustainable Issuance Framework, such gross proceeds may not be capable of being fully allocated to Eligible Projects (as defined in section "*Use of Proceed*" of this Base Prospectus and specified in the applicable Final Terms) during the life of the Green Bonds, Social Bonds and Sustainability Bonds. Any such event or failure will not constitute an Event of Default under the Notes or a default of the Issuer for any purpose. Depending on the level of non-allocated gross proceeds, the external verifier (the **External Verifier**) may reduce the level of assurance given as regards the effective allocation of the gross proceeds towards Eligible Projects. If the Second Party Opinion is withdrawn or the External Verifier reduces the level of assurance given, it is possible that Green Bonds, Social Bonds and/or Sustainability Bonds may no longer satisfy investors' original investment criteria or objectives. Furthermore, the market value of Green Bonds, Social Bonds and/or Sustainability Bonds may also be affected and investors could lose part of their initial investment in the event of sale before the Maturity Date.

Regulation (EU) No. 2020/852 on the establishment of a framework to facilitate sustainable investment, as amended, supplemented or completed (the **EU Taxonomy Regulation**), establishes a single EU-wide classification system, or "taxonomy", which provides companies and investors with a common language for determining which economic activities can be considered environmentally sustainable and technical screening criteria for determining the conditions under which an economic activity qualifies as contributing substantially to one of the 6 environmental objectives of the EU Taxonomy Regulation without that economic activity causing significant harm to any of the other environmental objectives. The eligibility criteria that a green project must meet to qualify for the Eligible Portfolio as an Eligible Project, as defined in the Morgan Stanley Sustainable Issuance Framework, differs from the notion of eligible activity as defined in the EU Taxonomy Regulation. The eligibility of a green project as an Eligible Project does not prejudge the alignment of such project with the eligible activities defined by the EU Taxonomy Regulation and consequently its alignment with the EU Taxonomy Regulation. For the avoidance of doubt, the Issuers do not undertake to align the Green Bonds issued pursuant to the Morgan Stanley Sustainable Issuance Framework with the EU Taxonomy Regulation. As a result, the Green Bonds may not meet present or future legislative, regulatory or market standards or expectations for "green" projects, which could affect the perception and valuation of the Green Bonds by investors and the market.

Any Green Bonds will not be compliant with Regulation (EU) 2023/2631 (the **EuGB Regulation**) and are only intended to comply with the requirements and processes in the Morgan Stanley Sustainable Issuance Framework. It is not clear if the establishment under the EuGB Regulation of the "European Green Bond" or "EuGB" label and the optional disclosures regime for bonds issued as "environmentally sustainable" could have an impact on investor demand for, and pricing of, green use of proceeds bonds that do not comply with the requirements of the "EuGB" label or the optional disclosures regime, such as the Green Bonds. It could result in reduced liquidity or lower demand or could otherwise affect the market price of any Green Bonds that do not comply with those standards proposed under the EuGB Regulation.

Finally, perception by investors of the suitability of the Sustainable Bonds as "green", "social" or "sustainability" bonds could be negatively affected by controversies involving the environmental or sustainability impact of any Eligible Projects or of the Issuers business or

industry, evolving standards or market consensus as to what constitutes a "green", "social" or "sustainability" bond or the desirability of investing in "green", "social" or "sustainability" bonds. The trading prices of the Sustainable Bonds may be also negatively affected to the extent investors are required or choose to sell their holdings due to deterioration in the perception by the investors or the market in general as to the suitability of these Sustainable Bonds as "green", "social" or "sustainability" bonds.

9. Risk Factors relating to currencies, exchange rates and inflation

9.1 *Exchange rates and exchange controls may affect the value or return of the Notes*

General Exchange Rate and Exchange Control Risks. An investment in a Note denominated in, or the payment of which is linked to the value of, currencies other than the investor's home currency entails significant risks. These risks include the possibility of significant changes in rates of exchange between its home currency and the other relevant currencies and the possibility of the imposition or modification of exchange controls by the relevant governmental authorities. These risks generally depend on economic and political events over which the Issuers have no control. Such risks may impact the payments due under the Notes and therefore the value or return of the Notes.

Exchange Rates Will Affect the Investor's Investment. In recent years, rates of exchange between some currencies have been highly volatile and this volatility may continue in the future. Fluctuations in any particular exchange rate that have occurred in the past are not necessarily indicative, however, of fluctuations that may occur during the term of any Note. Depreciation against the investor's home currency or the currency in which a Note is payable would result in a decrease in the effective yield of the Note below its coupon rate and could result in an overall loss to an investor on the basis of the investor's home currency. In addition, depending on the specific terms of a Currency Linked Note, changes in exchange rates relating to any of the relevant currencies could result in a decrease in its effective yield and in the investor's loss of all or a substantial portion of the value of that Note.

The Issuers Have No Control Over Exchange Rates. Currency exchange rates can either float or be fixed by sovereign governments. Exchange rates of most economically developed nations are permitted to fluctuate in value relative to each other. However, from time to time governments may use a variety of techniques, such as intervention by a country's central bank, the imposition of regulatory controls or taxes, or changes in interest rates to influence the exchange rates of their currencies. Governments may also issue a new currency to replace an existing currency or alter the exchange rate or relative exchange characteristics by a devaluation or revaluation of a currency. These governmental actions could change or interfere with currency valuations and currency fluctuations that would otherwise occur in response to economic forces, as well as in response to the movement of currencies across borders.

As a consequence, these government actions could adversely affect yields or payouts (i) in the investor's home currency for Notes denominated or payable in currencies other than the investor's home currency and (ii) for Currency Linked Notes.

The Issuers will not make any adjustment or change in the terms of the Notes in the event that exchange rates should become fixed, or in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes, or in the event of other developments affecting any currency. Therefore, the investor will bear those risks, which may adversely impact the return on and value of the Notes.

Some Currencies May Become Unavailable. Governments have imposed from time to time, and may in the future impose, exchange controls that could also affect the availability of a

Specified Currency (as defined herein). Even if there are no actual exchange controls, it is possible that the applicable currency for any security would not be available when payments on that security are due. Prospective investors in Currency-Linked Notes should be aware that the Determination Agent may determine that a Currency Disruption Event has occurred or exists on a relevant date of valuation, and any consequential determination of the Settlement Rate by the Determination Agent in accordance with the Currency Disruption Fallbacks may have an adverse effect on the return on and value of the Notes.

Currency Exchange Information may be provided in the Final Terms. The applicable Final Terms or base prospectus supplement, where relevant, may include information with respect to any relevant exchange controls and any relevant historic exchange rate information for any Note. An investor in Currency-Linked Notes should not assume that any historic information concerning currency exchange rates will be representative of the range of, or trends in, fluctuations in currency exchange rates that may occur in the future. Future fluctuations in currency exchange rates, the range of such fluctuations or trends in such fluctuations may adversely impact the return on and value of the Notes.

9.2 ***Emerging market currencies***

Where the Notes are denominated in an emerging market currency or linked to one or more emerging market currencies, such emerging market currencies can be significantly more volatile than currencies of more developed markets. Emerging markets currencies are highly exposed to the risk of a currency crisis happening in the future and this could trigger the need for the Determination Agent (MSIP or an affiliate) to make adjustments to the terms and conditions of the Notes. Such adjustments may have an adverse effect on the value or return of the Notes.

9.3 ***Exchange rates may affect the value of a judgment***

Pursuant to Condition 32.1 (*Governing Law*), the Notes shall be governed by French law. French courts may, if requested, render a judgment in the foreign currency in which a debt is expressed. However, if a judgment awarded by a French court were to be expressed in euros, it would normally be expressed by reference to the exchange value of the relevant amount of the said foreign currency at the rate of exchange prevailing on the effective date of payment or on the date of the judgment. If judgment were granted in a currency other than that in which a Note is denominated, the investor will bear the relevant currency risk.

9.4 ***Risks relating to inflation***

Inflation is the general increase in prices and fall in the purchasing value of money over time. Due to the impact of inflation, the same amount of money will buy fewer goods and services over time.

The real return (or yield) on an investment in the Notes may be reduced by inflation. Consequently, the higher the rate of inflation, the lower the real yield on a Note will be. If the inflation rate is equal to or greater than the yield under a Note, the real yield a holder of such Note will achieve will be zero or even negative. Accordingly, inflation may have a negative effect on the value of and return on the Notes, and you should consider the potential impact of inflation (including if the rate of inflation is anticipated to rise over the term of the Notes) before purchasing Notes.

10. **Risk Factors relating to the Relevant Underlying**

10.1 ***Notes linked to one or more securities, indices, funds, currencies and/or futures contracts***

The Issuers may issue Notes with principal and/or interest determined by reference to a single security, index, exchange traded fund (**ETF**) or other funds, to baskets of securities, indices, ETFs or other funds, currency prices, interest rates, to futures contracts or to an underlying rate (each, a **Relevant Underlying**). In addition, the Issuers may issue Notes with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated.

Potential investors should be aware that:

(a) they may lose all or a substantial portion of their principal or investment, depending on the performance of each Relevant Underlying;

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

(c) investors in Notes may receive no interest;

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

(e) a Relevant Underlying may be subject to significant fluctuations that may not correlate with changes in shares prices, indices, prices of exchange traded fund interests, currencies, inflation indices, prices of fund interests or settlement prices of futures contracts;

(f) if a Relevant Underlying is applied to Notes in conjunction with a multiplier greater than one or such Relevant Underlying or Relevant Factor contains some other leverage factor, the effect of changes in the value of the Relevant Underlying on principal or interest payable on such Notes is likely to be magnified; and

(g) the timing of changes in a Relevant Underlying 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 value of the Relevant Underlying the greater the effect on yield.

10.2 ***Notes linked to one or more Emerging Market Relevant Underlying(s)***

Fluctuations in the trading prices of the emerging market Relevant Underlying(s) will affect the value of the Notes linked to such emerging market Relevant Underlying(s). Changes may result over time from the interaction of many factors directly or indirectly affecting economic and political conditions in the related countries or member nations, including economic and political developments in other countries. Of particular importance to potential risks are (i) rates of inflation; (ii) interest rate levels; (iii) balance of payments; and (iv) the extent of governmental surpluses or deficits in the relevant country. All of these factors are, in turn, sensitive to the monetary, fiscal and trade policies pursued by the related countries, the governments of the related countries and member nations (if any), and other countries important to international trade and finance. Government intervention could materially and adversely affect the value of such Notes. Governments use a variety of techniques, such as intervention by their central bank or imposition of regulatory controls or taxes to affect the trading of the underlying equity. Thus, a special risk in purchasing such Notes is that their trading value and amount payable at maturity could be affected by the actions of governments, fluctuations in response to other market forces and the movement of currencies across borders. Emerging markets Relevant Underlyings may be more volatile than the Relevant Underlyings in more developed markets. All these factors could materially and adversely affect the value of such Notes.

10.3 ***Fluctuations in value of a component of the Relevant Underlying***

Fluctuations in the value of any one component of the Relevant Underlying may, where applicable, be offset or intensified by fluctuations in the value of other components, which could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes.

10.4 ***Exchange rate risk on the components***

Where the value of the components is determined in a different currency to the value of the Relevant Underlying, investors may be exposed to exchange rate risk. In the event that exchange rates should become fixed, or in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes, or in the event of other developments affecting any currency in connection with the components of the Relevant Underlying, the investor will bear those risks, which may adversely impact the return on and value of the Notes.

10.5 ***Market Disruption Event, Disrupted Day, Adjustments and Early Redemption of Notes***

In accordance with Condition 9 (*Provisions Relating to Securities-Linked Notes*), the Determination Agent may determine in its reasonable discretion that a Market Disruption Event or a failure to open of an Exchange or Related Exchange has occurred or exists on a relevant date of valuation, and any consequential postponement of such date of valuation may have an adverse effect on the value of the Notes.

In addition the Determination Agent may in its reasonable discretion make adjustments to the Notes to account for relevant adjustments or events in relation to the Relevant Underlying including, but not limited to, determining a successor to the Relevant Underlying or its sponsor (in the case of an Index), determining a successor or substitute futures contract (in the case of a Futures Contract). In addition, in certain circumstances, the Issuer may redeem the Notes prior to the Maturity Date following any such event. In this case, in relation to each Note, the Issuer will pay an amount, if any, determined as provided in the Terms and Conditions.

In making these adjustments the Determination Agent is entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion. The Determination Agent is not required but has the discretion to make adjustments with respect to each and every corporate action.

10.6 ***Notes linked to the performance of funds***

In accordance with Condition 12 (*Provisions relating to Fund-Linked Notes*), the relevant Issuer may issue Notes where the redemption amount or, if applicable, the interest amount is linked to the performance of a unit, share or other interest in a fund (each a **Fund Interest Unit**) or a basket of Fund Interest Units (**Fund-Linked Notes**). Such funds may include mutual funds or any other types of fund in any jurisdiction, or any combination of the foregoing. The performance of Fund-Linked Notes is dependent upon the performance of relevant Fund Interest Unit, which may be influenced by the following factors: (i) different types of funds are subject to differing levels of regulatory supervision, (ii) funds may have varying restrictions on leverage and whilst leverage presents the potential for a higher rate of return, it also increases the volatility of a fund and risk of total loss, (iii) funds may have differing investment restrictions and some funds may invest in assets which are illiquid or difficult to transfer, this may have an effect on the realisation of such assets and in turn, the value and performance of the fund, (iv) the performance of a fund will be heavily dependent on the performance of investments selected by its advisers or investment managers and the skill and expertise of such

service providers in making profitable investment decisions, should the key personnel leave or become no longer associated with the fund's adviser or investment manager, the value or profitability of the fund's investments may be adversely affected as a result. If a Fund Interest Unit does not perform as expected, this will materially and adversely affect the value of Fund-Linked Notes.

Payments on redemption of Fund-Linked Notes at maturity, expiration, early redemption may be postponed, in accordance with the Conditions, up to a specified long stop date and if the specified long stop date is reached, for the purposes of determining the Redemption Amount or any other such redemption amounts, as applicable, the affected fund interest units or shares may be deemed to have a zero value. If one or more events occurs in relation to the Fund or any Fund Service Provider, including insolvency of the Fund or Fund Service Provider, then the Issuer, may in its reasonable discretion, determine whether the Fund-Linked Notes will continue or whether they will be redeemed early. If the Issuer determines that the Fund-Linked Notes will continue, this may result in the substitution of the affected Fund Interest Unit with other Fund Interest Units with similar characteristics or adjustments to the Conditions of the Notes to account for the occurrence of the relevant event. These actions may have an adverse effect on the return and risk profile of the relevant Fund- Linked Notes, and consequently, the value of such Fund-Linked Notes and if the Fund-Linked Notes are redeemed early the amount investors receive may be considerably less than their original investment and may even be zero.

Neither the Issuer nor the Determination Agent has any obligation to monitor and/or determine if a Fund Event has occurred at any time or to take any action in respect thereof. In certain circumstances, it may be the case that if action were taken by the Issuer or the Determination Agent at a different time or at all, amounts due to holders or the terms of any other adjustment made to the Notes would have resulted in a higher return to investors.

The risks associated with investing in Fund-Linked Notes are similar to the risks attached to a direct investment in the underlying fund or funds. There are substantial risks in directly or indirectly investing in funds including, without limitation, the risks set out below. Prospective investors should note that references to funds below can refer both to the funds referenced in any Fund-Linked Notes and also to any funds in which any of those funds invests its assets from time to time.

Investment risks that prospective investors should be aware of include the following:

(1) different types of funds are subject to differing levels of regulatory supervision.

(2) funds may have varying restrictions on leverage. Leverage presents the potential for a higher rate of return but also increases the volatility of the fund and increases the risk of a total loss of the amount invested.

(3) funds may have differing investment restrictions and some funds may invest in assets which are illiquid or difficult to transfer. This may have an effect on the realisation of such assets and in turn, the value and performance of the fund. In addition, a fund's assets or investments may be concentrated in a few markets, countries, industries, commodities, sectors of an economy or issuers. If so, adverse movements in a particular market, country, industry, commodity, economy or industry or in the value of the securities of a particular issuer could have a severely negative effect on the value of such a fund. In addition, a fund may use a single adviser or employ a single strategy, which could mean a lack of diversification and higher risk.

(4) substantial redemptions by holders of Fund Interests in a fund within a short period of time could require the fund's investment manager(s) and/or adviser(s) to liquidate

positions more rapidly than would otherwise be desirable, which could adversely affect the value of the fund's assets.

(5) the performance of a fund will be heavily dependent on the performance of investments selected by its advisers or investment managers and the skill and expertise of such fund service providers in making successful and profitable investment decisions. Such skill and expertise may be concentrated in a number of the adviser's or investment manager's key personnel. Should these key personnel leave or become no longer associated with the fund's adviser or investment manager, the value or profitability of the fund's investments may be adversely affected as a result.

10.7 ***Risks relating to Index-Linked Notes***

(a) ***Factors affecting the performance of Indices may adversely affect the value of the Notes***

In accordance with Condition 6 (*Floating Rate Note, Securities-Linked, Currency-Linked, Inflation-Linked Interest, Fund-Linked and Futures Contract-Linked Note Provisions*), the relevant Issuer may issue Notes where the redemption amount or, if applicable, the interest amount is linked to the performance of an index or a basket of indices. Indices are comprised of a synthetic portfolio of shares, bonds, currency exchange rates, commodities, property or other assets, and as such, the performance of an Index is dependent upon the performance of components of such Index, which may include interest rates, currency developments, political factors, market factors such as the general trends in capital markets or broad based indices and (in the case of shares) company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy. If an Index does not perform as expected, this will materially and adversely affect the value of Index-Linked Notes.

(b) ***Returns on the Notes do not reflect a direct investment in underlying securities or other assets comprising the Index***

The return payable on Notes that reference Indices may not reflect the return a potential investor would realise if it actually owned the relevant assets comprising the components of the Index or owned a different form of interest in the relevant Index. For example, if the components of the Indices are shares, Holders will not receive any dividends paid or distributions made on those shares and will not participate in the return on those dividends or distributions unless the relevant Index takes such dividends into account for purposes of calculating the relevant level. Similarly, Holders will not have any voting rights in the underlying shares or any other assets which may comprise the components of the relevant Index. Accordingly, Holders of Notes that reference Indices as Relevant Underlying may receive a lower payment upon redemption/settlement of such Notes than such Holder would have received if it had invested in the components of the Index directly or other comparable instruments linked to the Index.

(c) ***A change in the composition or discontinuance of an Index could adversely affect the market value of the Notes***

The sponsor of any Index can add, delete or substitute the components of such Index or make other methodological changes that could change the level of one or more components. The changing of components of any Index may affect the level of such Index as a newly added component may perform significantly worse or better than the component it replaces, which in turn may affect the payments made by the relevant Issuer to the Holders of the Index-Linked Notes. The sponsor of any such Index may also alter, discontinue or suspend calculation or dissemination of such Index. The sponsor of an Index will have no involvement in the offer and sale of the Index-Linked Notes and will have no obligation to any Holder of such Notes. Accordingly, the sponsor of an Index may take any actions in respect of such Index without

regard to the interests of the Holder of the Notes, and any of these actions could significantly and adversely affect the market value of the Index-Linked Notes.

(d) ***Exposure to Index Modification, Index Cancellation, Index Disruption, Administrator/Benchmark Event and correction of Index levels***

In accordance with Condition 9.2 (*Adjustments to Indices*), the Determination Agent may in its reasonable discretion make certain determinations and adjustments, to replace the original Relevant Underlying with another and/or to cause early redemption/settlement of the Notes, any of which may be adverse to Holders in connection with Index Modification, Index Cancellation, Index Disruption and Administrator/Benchmark Event (all as defined in Condition 9.2 (*Adjustments to Indices*)). The Determination Agent may determine that the consequence of any such event is to make adjustments to the amounts payable by the Issuer under the Notes, to make adjustments to the other terms and conditions of the Notes, or to replace such Index with another or to cause early redemption/settlement of the Notes. In accordance with Condition 9.2(e) (*Correction of Index Levels*), the Determination Agent may also amend the relevant Index level due to corrections in the level reported by the Index Sponsor. The consequences of such amendments could significantly and adversely affect the market value of the Index-Linked Notes.

(e) ***Specific risks associated with Decrement Indices***

Where the Relevant Underlying is an index with a decrement feature, it is an equity index and the return on such index will be calculated by reinvesting dividends paid by its components and by periodically subtracting a pre-defined dividend (also known as a "**Synthetic Dividend**"), which applies a constant markdown to the index level. The amount of such Synthetic Dividend may be expressed as a percentage of the prevailing index level or as a fixed number of index points (a fixed deduction amount that does not change with the index level).

A decrement index (after deduction of the pre-determined Synthetic Dividend) will underperform the corresponding total return index (i.e. where realised dividends have been reinvested and without any deduction of a Synthetic Dividend). A decrement feature may also act as a drain on the performance of the Index, and the index level will not reflect the aggregate performance of the underlying total return index but a lesser amount. As a result, the return on your Notes may be lower than the return on an investment linked to a "total return" index.

A decrement index (after deduction of the pre-determined Synthetic Dividend) may perform differently in comparison to the corresponding price return index (i.e. where the realised dividends are not reinvested, and without any deduction of a Synthetic Dividend). If the Synthetic Dividend is larger than the relevant realised level of dividends, the decrement index will underperform the corresponding price return index. As a result, the return on your Notes may be lower than the return on an investment linked to a traditional price return index. If the Synthetic Dividend is smaller than the relevant realised level of dividends, the decrement index will outperform an otherwise equivalent price return index.

Where a decrement index tracks the performance of a single component security, such decrement index (after deduction of the pre-determined Synthetic Dividend) will underperform a direct investment in such component security (i.e. because such direct investment would benefit from dividends paid by the component security without any deduction of a Synthetic Dividend).

In respect of decrement indices where the synthetic dividend is expressed as a number of index points (a fixed deduction amount that does not change with the index level), the Synthetic Dividend yield (defined as the ratio of the fixed index point decrement to the relevant decrement

index level) will increase in a negative market scenario as this is a fixed amount and not a percentage of the index level. As such, a decrement index is likely to underperform a corresponding price return index when the index is decreasing and such underperformance will accelerate as the level of the decrement index decreases. Further, since the amount of decrement expressed in index points will not vary with the level of the decrement index, such index level may become negative. This could adversely affect the value of and return on the Notes, which could result in a Noteholder suffering a loss of some or all of its initial investment in the Notes.

10.8 ***Risks relating to "benchmark" rates***

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

Regulation (EU) 2016/1011 on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds, as amended (the "**EU Benchmark Regulation**") is a key element of the ongoing regulatory reform of benchmarks in the EU and has applied since 1 January 2018. The EU Benchmark Regulation has been amended by Regulation (EU) 2019/2089 as regards EU Climate Transition Benchmarks, EU Paris-aligned Benchmarks and sustainability-related disclosures, by Regulation (EU) 2019/2175 and by Regulation (EU) 2021/168, the latter of which introduced new powers for regulators to mandate one or more replacement rates for critical or systemically important benchmarks in certain limited circumstances (see risk factor entitled "*EURIBOR, SONIA, €STR, SARON, TONA and other benchmark rate discontinuance or prohibition on use may lead to adjustments to the terms of the Notes or an early redemption of the Notes*" below) and a limited exemption for certain foreign exchange rates. Regulation 2025/914 (discussed below) amended the EU Benchmark Regulation as of 1 January 2026.

Following the end of the Brexit transitional period at 11.00 p.m. (London time) on 31 December 2020, the EU Benchmark Regulation in its then current form was incorporated into UK domestic law subject to a number of modifications (the "**UK Benchmark Regulation**" and, together with the EU Benchmark Regulation, the "**Benchmark Regulations**").

The scope of each of the EU Benchmark Regulation and the UK Benchmark Regulation is wide and, in addition to so-called "critical benchmarks" such as the Euro Interbank Offered Rate ("**EURIBOR**"), other interest rates, foreign exchange rates and certain indices, will in most cases be within scope of the Benchmark Regulations as "benchmarks" where they are used to determine the amount payable under, or the value of, certain financial instruments (including Notes listed on an EU (in the case of the EU Benchmark Regulation) or UK (in the case of the UK Benchmark Regulation) regulated market or multilateral trading facility ("**MTF**")), and in a number of other circumstances.

Each Benchmark Regulation applies to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU (in the case of the EU Benchmark Regulation) or the UK (in the case of the UK Benchmark Regulation). Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if not based in the EU (in the case of the EU Benchmark Regulation) or UK (in the case of the UK Benchmark Regulation), to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain use by supervised entities of "benchmarks" provided by administrators that are not authorised or registered (or, if not based in the EU (in the case of the EU Benchmark Regulation) or UK (in the case of the UK Benchmark Regulation), not deemed equivalent or recognised or endorsed), subject in each case to transitional provisions for benchmarks provided by third-country benchmark administrators. Under the UK Benchmark

Regulation, the transitional provisions for third country benchmark administrators continue until 31 December 2030. However, under the EU Benchmark Regulation the transitional provisions for third country benchmark administrators expire on 31 December 2025, although (in summary) if ESMA has received an application for recognition or endorsement of a third country administrator by such date, such benchmark can be used in existing and new financial instruments and financial contracts, unless and until the administrator's application is refused. This means that third country administrators of benchmarks remaining in scope of the EU Benchmark Regulation on 1 January 2026 will need to apply for recognition or endorsement imminently (to the extent they have not already) or benefit from equivalence for supervised entities to reference such benchmarks in new in-scope instruments from that date and, in relation to significant benchmarks, to avoid the application of certain restrictions on use of such benchmarks in existing in-scope instruments.

The Benchmark Regulations also gives regulators additional powers to intervene in relation to critical benchmarks (such as EURIBOR under the EU Benchmark Regulation or WMR London 4PM Closing Spot Rate under the UK Benchmark Regulation), including to support the orderly wind-down of a critical benchmark.

The Benchmark Regulations could have a material impact on any Notes linked to or referencing a "benchmark". For example:

- a rate or index which is a "benchmark" in scope of a Benchmark Regulation may not be used in certain ways by a supervised entity if (subject to applicable transitional provisions) its administrator does not obtain or maintain authorisation or registration (or, if a non-EU or non-UK (as the case may be) entity, does not satisfy the "equivalence" conditions and is not "recognised" pending an equivalence decision). If the benchmark administrator does not obtain or maintain (as applicable) such authorisation or registration or, if a non-EU entity or non-UK (as the case may be), "equivalence" is not available and it is not recognised, then the Notes may be redeemed prior to maturity; and

- the methodology or other terms of the "benchmark" could be changed in order to comply with the requirements of the relevant Benchmark Regulation, and such changes could reduce or increase the rate or level or affect the volatility of the published rate or level, and (depending on the terms of the particular Notes) could lead to adjustments to the terms of the Notes as the Determination Agent deems necessary or appropriate.

In addition, Regulation 2025/914, which amends the EU Benchmarks Regulation is applicable since 1 January 2026. Only benchmarks perceived to have the greatest economic relevance for the EU market are in mandatory scope of the core provisions of the new regime. Such benchmarks are those defined as critical or significant (determined based on quantitative or qualitative criteria), EU Paris-aligned benchmarks, EU Climate Transition benchmarks, and certain commodity benchmarks which remains in scope of the mandatory application of the core provisions of the EU Benchmarks Regulation. An exemption applies for certain FX benchmarks.

Other benchmarks have fallen out of mandatory EU Benchmarks Regulation scope (other than certain limited provisions including in relation to statutory replacement of a benchmark, connected with cessation and/or non-representativeness). For benchmarks that are in scope of the revised regime, similar risks applies to those which apply to benchmarks in scope of the prior regime. Investors should note however that benchmarks that fall out of scope of the revised regime (which are not opted-in) are no longer be regulated in the same way since 1 January 2026. This means that previously mandatory requirements, for example, regulating governance, conflicts of interest, oversight functions, input data requirements, methodology

and transparency of the methodology, requirements for contributors and in relation to input data, have fallen away.

Among other things, there is a risk that this could mean that the methodology of such benchmarks may be less robust, resilient or transparent (potentially being capable of being materially amended without consultation). This may reduce or increase or affect the volatility of the level of such benchmarks, or if the methodology is materially amended, trigger an Index Adjustment Event or Administrator/Benchmark Event.

The UK Benchmark Regulation is also expected to be repealed and reformed in the near future. It remains to be seen what, if any, changes will be proposed and consequently what, if any, impact any such changes may have on the Notes.

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. Such factors may have the following effects on certain "benchmarks": (i) discourage market participants from continuing to administer or contribute to the "benchmark"; (ii) trigger changes in the rules or methodologies used in the "benchmark" and/or (iii) lead 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 a "benchmark" and the Determination Agent may be entitled to make corresponding adjustments to the conditions of the Notes.

10.8.2 Reform of EURIBOR and other interest rate index and equity and foreign exchange rate index "Benchmarks"

The Final Terms for a Series of Floating Rate Notes may specify that the Rate of Interest for such Notes will be determined by reference to EURIBOR and other indices which are deemed "benchmarks" are the subject of recent national, international and other regulatory guidance and reform aimed at supporting the transition to robust benchmarks. Most reforms have now reached their planned conclusion (including the transition away from LIBOR), and "benchmarks" remain subject to ongoing monitoring. These reforms may cause such "benchmarks" to perform differently than in the past, or 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 a "benchmark".

Any of the international, national or other proposals for reform or the general increased regulatory scrutiny of "benchmarks" could increase the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain "benchmarks," trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks." The disappearance of a "benchmark" or changes in the manner of administration of a "benchmark" could have materially adverse consequences in relation to Notes linked to such "benchmark".

10.8.3 Swap Rates may be materially amended or discontinued

Publication of many IBOR-based swap rates (such as the USD LIBOR ICE Swap Rate, the GBP LIBOR ICE Swap Rate and the JPY LIBOR Tokyo Swap Rate) have ceased and been replaced with new swap rates based on risk free rates, such as USD SOFR ICE Swap Rate, and GBP SONIA ICE Swap Rate. Whilst there is also a EUR-€STR Swap Rate, EURIBOR is still

used as the floating leg in the calculation of the EUR EURIBOR Swap Rate and other IBORs that are still in existence may still be used in other swap rates (collectively, the "**Swap Rates**", and each a "**Swap Rate**") and these may be used as the base rate for CMS Reference Rates, CMS Underlying Rate or other Relevant Rates Benchmarks, for the Notes. Consequently, if EURIBOR and/or other relevant "IBORs" are discontinued (the possibility of which is as described above), it may not be possible to calculate the relevant Swap Rate(s), and the Swap Rate may be discontinued. The occurrence of these events may trigger the applicable fallbacks that are contained in Conditions 6.18 and 6.20 having the consequences and risks described below.

10.8.4 EURIBOR, CMS Reference Rates, CMS Underlying Rate, SOFR, SONIA, €STR, SARON, TONA and other benchmark rate discontinuance or prohibition on use may lead to adjustments to the terms of the Notes or an early redemption of the Notes

Fallback arrangements where (i) the Relevant Rates Benchmark is other than SOFR, a CMS Reference Rate or a CMS Underlying Rate and (ii) the provisions of Condition 6.18 (Relevant Rates Benchmark Discontinuance or Prohibition on Use) or the provisions of Condition 14.9 (Relevant Underlying Rates Benchmark Discontinuance or Prohibition on Use) are applicable

In order to address the risk of discontinuance of certain reference or underlying rates, the Conditions include certain fallback provisions. These provisions apply to "Relevant Rates Benchmarks" (which will include EURIBOR, other similar interbank rates, SONIA, €STR, SARON and TONA). Unless otherwise specified in the Final Terms, where ISDA Determination is specified in the applicable Final Terms as the manner in which the Floating Interest Rate is to be determined, the fallbacks described below will only apply after application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option to apply and the application of such ISDA Bespoke Fallbacks fails to provide a means of determining the relevant Floating Rate. The fallback provisions will be triggered if the Determination Agent determines that (i) the administrator or regulatory supervisor (or other applicable regulatory body) in connection with such Relevant Rates Benchmark announces that the administrator has ceased or will cease permanently or indefinitely to provide such Relevant Rates Benchmark and there is no successor administrator that will continue to provide the Relevant Rates Benchmark, or (ii) unless otherwise specified in the applicable Final Terms, an Administrator/Benchmark Event occurs in relation to such Relevant Rates Benchmark.

Following the occurrence of any of these events the Determination Agent may replace the Relevant Rates Benchmark with any "Alternative Pre-nominated Reference Rate" which has been specified in the applicable Final Terms or if no Alternative Pre-nominated Reference Rate is specified in the applicable Final Terms, with an alternative rate that is consistent with accepted market practice (the Alternative Pre-nominated Reference Rate or any such other alternative rate, the "**Alternative Rate**") If an Alternative Rate is used then the Determination Agent may also make other adjustments to the Notes, including to the Alternative Rate and to the Margin, which are consistent with accepted market practice for the use of such Alternative Rate with debt obligations such as the Note. If the Determination Agent is unable to identify an Alternative Rate and determine the necessary adjustments to the terms of the Notes then the Issuer may redeem the Notes. The replacement of the Relevant Rates Benchmark by an Alternative Rate and the making of other adjustments to the Notes and other determinations, decisions or elections that may be made under the terms of the Notes in connection with the replacement of a Relevant Rates Benchmark could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes. Any early redemption of the Notes will result in the Noteholder losing any future return on the Notes and may result in the Noteholder incurring a loss on its investment in the Notes.

Any determination or decision of the Determination Agent described above will be made in the Determination Agent's discretion (in some cases after consultation with the Issuer).

Potential investors in any Notes that reference a Relevant Rates Benchmark (other than SOFR for the purposes of this risk factor (e)) should be aware that (i) the composition and characteristics of the Alternative Rate will not be the same as those of the Relevant Rates Benchmark which it replaces, the Alternative Rate will not be the economic equivalent of the Relevant Rates Benchmark that it replaces, there can be no assurance that the Alternative Rate will perform in the same way as the Relevant Rates Benchmark that it replaces would have at any time and there is no guarantee that the Alternative Rate will be a comparable substitute for the Relevant Rates Benchmark which it replaces, (each of which means that the replacement of the Relevant Rates Benchmark by the Alternative Rate could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes), (ii) any failure of the Alternative Rate (or adjustments made to it by the Determination Agent, including any compounding conventions) to gain market acceptance could adversely affect the Notes, (iii) the Alternative Rate may have a very limited history and the future performance of the Alternative Rate cannot be predicted based on historical performance, (iv) the secondary trading market for Notes linked to the Alternative Rate may be limited and (v) the administrator of the Alternative Rate may make changes that could change the value of the Alternative Rate or discontinue the Alternative Rate and has no obligation to consider the Noteholder's interests in doing so.

Fallback arrangements where the Relevant Rates Benchmark is SOFR: If SOFR is discontinued, any Floating Rate Notes referencing SOFR will bear interest by reference to a different base rate, which could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes; there is no guarantee that any Benchmark Replacement will be a comparable substitute for SOFR

If the Calculation Agent determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of SOFR (in the case of Notes referencing SOFR), then the interest rate on the Notes will no longer be determined by reference to SOFR, but instead will be determined by reference to a different base rate, which (in the case of Notes referencing SOFR) will be a different benchmark than SOFR, plus a spread adjustment, which is referred to as a "Benchmark Replacement," as further described in the relevant terms and conditions.

If a particular Benchmark Replacement or Benchmark Replacement Adjustment cannot be determined, then the next-available Benchmark Replacement or Benchmark Replacement Adjustment will apply. These replacement rates and adjustments may be selected, recommended or formulated by (i) the Relevant Governmental Body (such as the Alternative Reference Rates Committee), (ii) ISDA or (iii) in certain circumstances, the Calculation Agent. In addition, the terms of the Notes expressly authorize the Calculation Agent to make Benchmark Replacement Conforming Changes with respect to, among other things, changes to the definition of "interest period," timing and frequency of determining rates and making payments of interest and other administrative matters. The determination of a Benchmark Replacement, the calculation of the interest rate on the Notes by reference to a Benchmark Replacement (including the application of a Benchmark Replacement Adjustment), any implementation of Benchmark Replacement Conforming Changes and any other determinations, decisions or elections that may be made under the terms of the Notes in connection with a Benchmark Transition Event could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes.

Any determination, decision or election described above will be made in the Issuer's or its designee's sole discretion.

Potential investors in any Notes that reference SOFR should be aware that (i) the composition and characteristics of the Benchmark Replacement will not be the same as those of SOFR, the Benchmark Replacement will not be the economic equivalent of SOFR, there can be no assurance that the Benchmark Replacement will perform in the same way as SOFR would have at any time and there is no guarantee that the Benchmark Replacement will be a comparable substitute for SOFR (each of which means that a Benchmark Transition Event could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes), (ii) any failure of the Benchmark Replacement to gain market acceptance could adversely affect the Notes, (iii) the Benchmark Replacement may have a very limited history and the future performance of the Benchmark Replacement cannot be predicted based on historical performance, (iv) the secondary trading market for Notes linked to the Benchmark Replacement may be limited and (v) the administrator of the Benchmark Replacement may make changes that could change the value of the Benchmark Replacement or discontinue the Benchmark Replacement and has no obligation to consider the Noteholder's interests in doing so.

Fallback arrangements where the Relevant Rates Benchmark is a CMS Reference Rate or a CMS Underlying Rate: If the CMS Reference Rate or the CMS Underlying Rate is discontinued, any Notes linked to or referencing that CMS Reference Rate or that CMS Underlying Rate will be linked to or reference a different base rate, which could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes; there is no guarantee that any Benchmark Replacement will be a comparable substitute for the current CMS Reference Rate or CMS Underlying Rate

If the Final Terms specify that the provisions of Condition 6.18 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) or Condition 14.9 (*Relevant Underlying Rates Benchmark Discontinuance or Prohibition on Use*) are not applicable to the Notes and an Index Cessation Event and its related Index Cessation Effective Date (as each term is defined in Condition 6.19 (*CMS Reference Rate - Effect of Index Cessation Event*) and Condition 14.10 (*Underlying CMS Reference Rate – Effect of Index Cessation Event*)) have occurred with respect to the applicable tenor of the CMS Reference Rate or the CMS Underlying Rate, then the Notes will no longer be determined by reference to the CMS Reference Rate or the CMS Underlying Rate. Instead, the Notes will reference a different base rate, which will be a different benchmark than the initial or then current CMS Reference Rate or CMS Underlying Rate, which is referred to as a "Benchmark Replacement," plus any adjustment spread (which may be positive, negative or zero), all as further described Condition 6.19 (*CMS Reference Rate - Effect of Index Cessation Event*) or Condition 14.10 (*Underlying CMS Reference Rate – Effect of Index Cessation Event*). In such a case, in the first instance, the Notes will be determined based on any alternative reference rate, alternative underlying rate, index or benchmark that is specified for such purpose in the applicable Final Terms (an "**Alternative Pre-nominated Reference Rate**"). In the absence of an Alternative Pre-nominated Reference Rate, the return on the Notes will be determined based on (1) the alternate rate of interest that has been selected or recommended by the relevant governmental body or agency with jurisdiction over the then current CMS Reference Rate or CMS Underlying Rate for the applicable index maturity, or (2) if no such rate of interest has been selected or recommended by such a governmental body or agency, the alternate rate of interest that has been selected by the Determination Agent as the replacement for the then-current CMS Reference Rate or CMS Underlying Rate for the applicable index maturity giving due consideration to any industry-accepted rate of interest as a replacement for the then-current CMS Reference Rate or CMS Underlying Rate for floating rate notes denominated in the Index Currency at such time, including any alternate rate of interest recommended by the International Swaps and Derivatives Association, Inc. or any successor thereto. There can be no assurance that an alternate rate of interest to the CMS Reference Rate or CMS Underlying Rate will be selected or recommended by a governmental

body or agency with the consequence that the replacement rate will be selected by the Determination Agent.

In addition, the terms of the Notes expressly authorise the Determination Agent or its designee to make Benchmark Replacement Conforming Changes with respect to, among other things, changes to the definition of "interest period," timing and frequency of determining rates and making payments of interest and other administrative matters. The determination of a Benchmark Replacement, the calculation of the interest rate or other payment in respect of the Notes by reference to a Benchmark Replacement (including the determination by the Determination Agent of any "adjustment spread" that will be added or subtracted from the Benchmark Replacement), any implementation of Benchmark Replacement Conforming Changes and any other determinations, decisions, selections or elections that may be made under the terms of the Notes in connection with a Benchmark Transition Event could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes.

Potential investors in any Notes that reference one or more CMS Reference Rates or CMS Underlying Rates should be aware that (i) the composition and characteristics of the Benchmark Replacement will not be the same as those of the initial or then current CMS Reference Rate or CMS Underlying Rate, the Benchmark Replacement will not be the economic equivalent of the initial or then current CMS Reference Rate or CMS Underlying Rate, there can be no assurance that the Benchmark Replacement will perform in the same way as the initial or then current CMS Reference Rate or CMS Underlying Rate would have at any time and there is no guarantee that the Benchmark Replacement will be a comparable substitute for the initial or then current CMS Reference Rate or CMS Underlying Rate (each of which means that an Index Cessation Event could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes), (ii) any failure of the Benchmark Replacement to gain market acceptance could adversely affect the Notes, (iii) the Benchmark Replacement may have a very limited history and the future performance of the Benchmark Replacement cannot be predicted based on historical performance, (iv) the secondary trading market for Notes linked to the Benchmark Replacement may be limited and (v) the administrator of the Benchmark Replacement may make changes that could change the value of the Benchmark Replacement or discontinue the Benchmark Replacement and has no obligation to consider the Noteholder's interests in doing so. If the implementation of any Benchmark Replacement or Benchmark Replacement Conforming Changes results in a calculation of the CMS Reference Rate or CMS Underlying Rate that is not consistent with market practice as determined by the Determination Agent, the Issuer may, in its reasonable discretion, redeem the Notes as of any later date.

Any determination, decision, selection or election described above that may be made by the Issuer, the Determination Agent or their respective designees will be made in such person's sole discretion.

Fallback arrangements - general

The application of any of these fallbacks may adversely affect the value of the Noteholder's investment in the Notes.

If none of the fallbacks described above in (1) "*Fallback arrangements where (i) the Relevant Rates Benchmark is other than SOFR, a CMS Reference Rate or a CMS Underlying Rate and (ii) the provisions of Condition 6.18 (Relevant Rates Benchmark Discontinuance or Prohibition on Use)* or Condition 14.9 (*Relevant Underlying Rates Benchmark Discontinuance or Prohibition on Use*) *are applicable*" or (2) "*Fallback arrangements where the Relevant Rates Benchmark is SOFR: If SOFR is discontinued, any Floating Rate Notes referencing SOFR will bear interest by reference to a different base rate, which could adversely affect the value of the*

Notes, the return on the Notes and the price at which the Noteholder can sell such Notes; there is no guarantee that any Benchmark Replacement will be a comparable substitute for SOFR or (3) "Fallback arrangements where the Relevant Rates Benchmark is a CMS Reference Rate or a CMS Underlying Rate: If the CMS Reference Rate or the CMS Underlying Rate is discontinued, any Notes linked to or referencing that CMS Reference Rate or that CMS Underlying Rate will be linked to or reference a different base rate, which could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes; there is no guarantee that any Benchmark Replacement will be a comparable substitute for the current CMS Reference Rate or CMS Underlying Rate "" applies, and EURIBOR, SONIA, €STR, SARON or TONA has been permanently discontinued, and for each future Interest Determination Date, the alternative reference rate or alternative underlying rate selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the applicable index currency that is consistent with accepted market practice. The Determination Agent will also make other adjustments to the Notes, including to the new rate and to the Margin or Spread, which are consistent with accepted market practice for the use of such alternative rate for debt obligations such as the Notes. However, in the case of EURIBOR only, if the Determination Agent determines that no such alternative rate exists on the relevant date, it will make a determination of an alternative rate as a substitute for EURIBOR, for debt obligations such as the Notes, as well as other adjustments to the Notes, including to the new rate and to the Margin or Spread, that is consistent with accepted market practice.

Unless otherwise specified in the Final Terms, where ISDA Determination is specified in the applicable Final Terms as the manner in which the Floating Interest Rate is to be determined, the fallbacks described above will only apply after application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option to apply and the application of such ISDA Bespoke Fallbacks fails to provide a means of determining the relevant Floating Rate.

The replacement of EURIBOR, SONIA, €STR, SARON or TONA by an alternative rate and the making of other adjustments to the Notes and other determinations, decisions or elections that may be made under the terms of the Notes in connection with the replacement of EURIBOR, SONIA, €STR, SARON or TONA could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes.

Any determination or decision described above will be made in the Determination Agent's discretion (after consultation with the Issuer).

Potential investors in any Notes that reference EURIBOR, SONIA, €STR, SARON or TONA should be aware that (i) the composition and characteristics of the alternative rate will not be the same as those of the Relevant Rates Benchmark which it replaces, the alternative rate will not be the economic equivalent of the Relevant Rates Benchmark that it replaces, there can be no assurance that the alternative rate will perform in the same way as the Relevant Rates Benchmark that it replaces would have at any time and there is no guarantee that the alternative rate will be a comparable substitute for the Relevant Rates Benchmark which it replaces, (each of which means that the replacement of the Relevant Rates Benchmark by the alternative rate could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes), (ii) any failure of the alternative rate to gain market acceptance could adversely affect the Notes, (iii) the alternative rate may have a very limited history and the future performance of the alternative rate cannot be predicted based on historical performance, (iv) the secondary trading market for Notes linked to the alternative rate may be limited and (v) the administrator of the alternative rate may make changes that could change the value of the alternative rate or discontinue the alternative rate and has no obligation to consider the Noteholder's interests in doing so.

Prospective investors should review the Conditions to ascertain whether and how such provisions apply to the Notes and what constitutes an Administrator/Benchmark Event.

10.8.5 ISDA Determination and Fallbacks

In the case where ISDA Determination is specified in the applicable Final Terms as the manner in which the Floating Interest Rate is to be determined, and the application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option results in a replacement of, modification to, or change in the method of calculating, the Floating Rate (or the index, benchmark or other price source that is referred to in the Floating Rate Option), the Determination Agent may, after consultation with the Issuer, determine any adjustments to the Floating Rate and the Margin (including any adjustment spread) as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Notes, in each case that are consistent with accepted market practice for the use of such replacement or modified Floating Rate for debt obligations such as the Notes.

Furthermore, if, at any time, the relevant ISDA Rate is specified as being the 10-year constant maturity French treasury rate (commonly referred to as CNO TEC10) published by the Bank of France and it ceases to represent the actual yield to maturity of a notional *Obligation assimilable du Trésor* (**OAT**) with a maturity of exactly 10 years, the ISDA Rate will not be calculated in accordance with the standard ISDA Determination. Instead, for the purposes of the Conditions and in respect of the relevant Interest Period, the ISDA Rate shall be deemed to be the yield to maturity of a notional OAT with a maturity of exactly 10 years, as determined by the Determination Agent. Such determination may differ from the results that would be obtained under an ISDA Determination or from determinations made in the market under similar circumstances.

The making of such adjustments to the Notes and other determinations could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes.

10.8.6 Specific risks relating to Notes referencing SOFR, SONIA, €STR, SARON or TONA

The following sets out a number of additional risks specific to Notes that reference SOFR, SONIA, €STR, SARON or TONA (each of which is referred to as a (nearly) risk free rate or an **"RFR"**).

Certain RFRs have limited histories; the future performance of RFRs cannot be predicted based on historical performance.

The publication of €STR began on October 2, 2019 and publication of SOFR began on April 3, 2018 and these RFRs therefore have limited histories. The publication of SONIA on the basis of its present methodology began on April 24, 2018. The publication of SARON began on August 25, 2009. In addition, the future performance of RFRs (as the case may be) cannot be predicted based on the limited historical performance. The level of an RFR during the term of the Notes may bear little or no relation to its historical level. Prior observed patterns, if any, in the behaviour of market variables and their relation to an RFR, such as correlations, may change in the future. In the case of SOFR, while some pre-publication historical data have been released by the Federal Reserve Bank of New York (the "**New York Federal Reserve**"), such analysis inherently involves assumptions, estimates and approximations. The future performance of an RFR is impossible to predict and therefore no future performance of an RFR or the Notes may be inferred from any of the historical performance or historical simulations. Hypothetical or historical performance data are not indicative of, and have no bearing on, the potential

performance of an RFR or the Notes. Changes in the levels of the relevant RFR referenced by the Notes will affect the return on the Notes and the trading price of such Notes, but it is impossible to predict whether such levels will rise or fall. There can be no assurance that the relevant RFR referenced by the Notes will be positive.

The secondary trading market for Notes linked to an RFR may be limited.

Since some of the RFRs are relatively new market rates or have only recently been adopted as a benchmark rate for bonds, the trading market in debt securities such as the Notes may not develop or may not be very liquid. Market terms for debt securities linked to an RFR (such as the Notes) may evolve over time and, as a result, trading prices of the Notes may be lower than those of later-issued debt securities that are linked to the same RFR. Similarly, if an RFR does not prove to be widely used in debt securities similar to the Notes, the trading price of the Notes may be lower than that of debt securities linked to rates that are more widely used. Investors in the Notes may not be able to sell such Notes at all or may not be able to sell such Notes at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. Further, investors wishing to sell the Notes in the secondary market will have to make assumptions as to the future performance of the relevant RFR. As a result, investors may suffer from increased pricing volatility and market risk.

The administrator of the relevant RFR may make changes that could change the value of the benchmark or discontinue the benchmark and has no obligation to consider Noteholders' interests in doing so.

The New York Federal Reserve (or a successor), as administrator of SOFR, the Bank of England (or a successor), as administrator of SONIA, the European Central Bank (or a successor) as administrator of €STR, SIX Index AG (or a successor) as administrator of SARON or the Bank of Japan (or a successor) as administrator of TONA may make methodological or other changes that could change the value of the relevant RFR, including changes related to the method by which the relevant rate is calculated, eligibility criteria applicable to the transactions used to calculate the relevant rate, or timing related to the publication of the relevant rate. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of the relevant RFR (in which case a fallback method of determining the interest rate on the Notes will apply). The administrator has no obligation to consider Noteholders' interests in calculating, adjusting, converting, revising or discontinuing the relevant rate and any such calculations, adjustments, conversion, revision or discontinuation could adversely affect the return on the Notes, the value of the Notes and the price at which the Noteholder can sell such Notes.

The interest rate on the Notes is based on a daily compounded RFR, which is relatively new in the marketplace; different conventions exist for calculating interest on RFR-linked Notes

For each Interest Period for Notes linked to an RFR, the interest rate on the Notes is based on a daily compounded RFR calculated using the specific formula specified in the Conditions and the Final Terms, or the specified ISDA Rate not the RFR published on or in respect of a particular date during such Interest Period, or an average of the relevant RFR during such period. For this and other reasons, the interest rate on the Notes during any Interest Period will not be the same as the interest rate on other investments linked to the same RFR that use an alternative basis to determine the applicable interest rate. Further, unless in the case of an ISDA Rate "Daily Floored Rate" is specified as applicable in the relevant Final Terms and the Daily Floored Rate is zero or above, if the relevant RFR in respect of a particular date during an Interest Period is negative, the portion of the accrued compounded interest compounding factor specifically attributable to such date will be less than one, resulting in a reduction to the accrued

interest compounding factor used to calculate the interest payable on the Notes on the Interest Payment Date for such Interest Period.

Limited market precedent exists for securities that use SOFR and certain other RFRs as the interest rate and, in addition, for each RFR, different market conventions exist for calculating interest on debt securities. Accordingly, the specific formula for the daily compounded RFR used in the Notes may not be widely adopted by other market participants, if at all. If the market adopts a different convention for calculating interest, that would likely adversely affect the market value of such Notes.

The amount of interest payable with respect to each Interest Period will be determined near the end of the Interest Period.

The amount of interest payable with respect to such Interest Period will be determined on a date near the end of such Interest Period, Noteholders will not know the amount of interest payable with respect to each such Interest Period until shortly prior to the related Interest Payment Date and it may be difficult for Noteholders to reliably estimate the amount of interest that will be payable on each such Interest Payment Date.

The Issuer, its subsidiaries or affiliates may publish research that could affect the market value of the Notes. They also may hedge the Issuer's obligations under such Notes.

The Issuer or one or more of its affiliates may, at present or in the future, publish research reports with respect to movements in interest rates generally, the LIBOR transition or any of the RFRs specifically. This research is modified from time to time without notice and may express opinions or provide recommendations that are inconsistent with purchasing or holding the Notes. Any of these activities may affect the market value of such Notes. In addition, the issuer's subsidiaries may hedge the Issuer's obligations under the Notes and they may realize a profit from that hedging activity even if investors do not receive a favourable investment return under the terms of such Notes or in any secondary market transaction.

Reliance on third parties

Each RFR is published and calculated by third parties based on data received from other sources and none of the Issuer, the Determination Agent or the Calculation Agent has any control over the determinations, calculations or publications of any such third parties.

Market Adoption

The market or a significant part thereof may adopt an application of the relevant RFR (one using a different convention to calculating interest including using an RFR screen based rate) that differs significantly from that set out in the Conditions and used in relation to Notes that reference a risk-free rate issued under this Base Prospectus and this may adversely affect the value of the Notes.

Potential investors in the Notes should carefully consider how any mismatch between the adoption of such reference rates in the bond, loan and derivatives markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of any Notes.

Where "Payment Delay" applies, in determining the compounded RFR for the final Interest Period, the level of the relevant RFR for any day from and including the relevant SOFR/ SONIA/€STR/SARON /TONA Rate Cut-Off Date to but excluding the Maturity Date or

redemption date, as applicable, will be the level of the relevant RFR in respect of such Rate Cut-off Date.

Where "Payment Delay" applies, for the final Interest Period, because the level of the relevant RFR for any day from and including the SOFR/SONIA/€STR/SARON/TONA Rate Cut-off Date to but excluding the Maturity Date or redemption date, as applicable, will be the level of the relevant RFR in respect of such Rate Cut-Off Date, Noteholders will not receive the benefit of any increase in the level in respect of the relevant RFR beyond the level for such date in connection with the determination of the interest payable with respect to such Interest Period, which could adversely impact the amount of interest payable with respect to that Interest Period.

10.8.7 Additional Risk relating to SOFR-linked Notes

Any failure of SOFR to maintain market acceptance could adversely affect Notes linked to SOFR.

SOFR may fail to maintain market acceptance. SOFR was developed for use in certain U.S. dollar derivatives and other financial contracts as an alternative to U.S. dollar LIBOR in part because it is considered a good representation of general funding conditions in the overnight Treasury repo market. However, as a rate based on transactions secured by U.S. Treasury securities, it does not measure bank-specific credit risk and, as a result, is less likely to correlate with the unsecured short-term funding costs of banks. This may mean that market participants would not consider SOFR a suitable substitute or successor for all of the purposes for which LIBOR historically has been used (including, without limitation, as a representation of the unsecured short-term funding costs of banks), which may, in turn, lessen market acceptance of SOFR. Any failure of SOFR to maintain market acceptance could adversely affect the return on the Notes and the price at which the Noteholder can sell such Notes.

10.9 *Risks relating to Share-Linked Notes*

(a) *Factors affecting the performance of Shares may adversely affect the value of the Share-Linked Notes*

Pursuant to Condition 9 (*Provisions Relating to Securities-Linked Notes*), the Issuers may issue Notes where the redemption amount or, if applicable, the interest amount is linked to the performance of the Shares of an entity or a basket of Shares. The performance of Shares is dependent upon macroeconomic factors, such as interest and price levels on the capital markets, currency developments, political factors and company-specific factors such as earnings position, market position, risk situation, shareholder structure and distribution policy. If the Share(s) do(es) not perform as expected, this will materially and adversely affect the value of Share-Linked Notes. These factors are not within the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates' control and may result in a decline in the value of the Notes.

(b) *Holders have no claim against the Share Issuer(s) or recourse to the Shares*

Share-Linked Notes do not represent a claim against or an investment in any Share Issuer(s) and investors will not have any right of recourse under the Share-Linked Notes to any such company or the Shares. Share-Linked Notes are not in any way sponsored, endorsed or promoted by any Share Issuer(s) and such companies have no obligation to take into account the consequences of their actions for any Holders. Accordingly, the Share Issuer(s) may take any actions in respect of such Share without regard to the interests of the investors in the Share-Linked Notes, and any of these actions could adversely affect the market value of the Share-Linked Notes.

(c) ***Determinations made by the Issuer and the Determination Agent in respect of Potential Adjustment Events, Merger Events, Tender Offers, Delisting, Nationalisations, Insolvencies and Additional Disruption Events may have an adverse effect on the value of the Share-Linked Notes***

Upon the determination by the Determination Agent, in its reasonable discretion, that a Potential Adjustment Event (as defined in Condition 9.9 (*Definitions applicable to Securities-Linked Notes*)), Merger Event, Tender Offer (as defined in Condition 9.4(a) (*Merger Event or Tender Offer*)), Delisting, Nationalisation, Insolvency (as defined in Condition 9.4(b) (*Nationalisation, Insolvency and Delisting*)) or Additional Disruption Event (as defined in Condition 9.6 (*Additional Disruption Events*)) has occurred in relation to an underlying Share or Share Company, the Issuer (in the case of a Merger Event, Tender Offer, Delisting, Nationalisation, Insolvency or an Additional Disruption Event) will, in its reasonable discretion, determine whether the relevant Share-Linked Notes shall continue or shall be redeemed early, any of which determinations may have an adverse effect on the value of the Share-Linked Notes and, in the case of a Potential Adjustment Event, the Determination Agent may, in its reasonable discretion, make certain determinations to account for the occurrence of the relevant event, including to make adjustments to the terms of the Share-Linked Notes. If the Issuer determines that the relevant Share-Linked Notes shall be redeemed early, the Issuer shall provide notice of such early redemption to Noteholders a prescribed number of days prior to the date fixed for redemption. In the event that the Share-Linked Notes are early settled/redeemed, the amount payable to Holders may be significantly less than the investor's initial investment, and may be as low as zero.

If the Issuer determines that the relevant Share-Linked Notes shall continue following the occurrence of such an event, the Determination Agent may, in its reasonable discretion, make certain determinations to account for the occurrence of the relevant event, including to make adjustments to the terms of the Share-Linked Notes. The application of any of these adjustments may adversely affect the value of the Noteholder’s investment in the Share-Linked Notes.

As further described in Condition 9.9 (*Definitions applicable to Securities-Linked Notes*), Potential Adjustment Events include (a) a sub-division, consolidation or re-classification of the Shares, (b) an extraordinary dividend, (c) a call of the Shares that are not fully paid, (d) a repurchase by the Share Company, or an affiliate thereof, of the Shares, (e) a separation of rights from the Shares or (f) any event having a dilutive or concentrative effect on the value of the Shares. As further described in Condition 9.6 (*Additional Disruption Events*), Additional Disruption Events include, (1) a change in applicable law since the Trade Date that makes it illegal to hold, acquire or dispose of the Shares or more expensive for the relevant Issuer to hedge its obligations under the relevant Share-Linked Notes, (2) an insolvency filing by or on behalf of any issuer of the relevant Share(s), (3) Increased Cost of Hedging and (4) Hedging Disruption.

In making these adjustments the Determination Agent is entitled to exercise substantial discretion and may be subject to conflicts of interest in exercising this discretion. The Determination Agent is not required but has the discretion to make adjustments with respect to each and every corporate action.

10.10 ***Risks related to ADR linked Notes***

An investment in Notes linked to American Depositary Receipts ("**ADRs**") entails significant risks in addition to those associated with Equity-Linked Notes and with investments in a conventional Notes. There are important differences between the rights of holders of ADRs and the rights of holders of the equity issuer represented by such ADRs. An ADR is a security that represents capital stock of the relevant underlying equity issuer. The relevant deposit agreement

for the ADR sets forth the rights and responsibilities of the depositary (being the issuer of the ADR), the underlying equity issuer and holders of the ADRs which may be different from the rights of holders of the underlying equities. The legal owner of the underlying equities is the custodian bank which at the same time is the issuing agent of the ADR. Depending on the jurisdiction under which the ADRs have been issued and the jurisdiction to which the custodian agreement is subject, it is possible that the corresponding jurisdiction would not recognise the purchaser of the ADR as the actual beneficial owner of the underlying equities. Particularly in the event that the custodian bank becomes insolvent or that enforcement measures are taken against the custodian bank, it is possible that an order restricting free disposition could be issued with respect to the underlying equities or that such shares are realised within the framework of an enforcement measure against the custodian bank. If this is the case, the holder of the ADR loses their rights under the underlying equities and the relevant Notes would become worthless. Adjustment to the terms and conditions or replacement of the underlying equities following certain corporate events in relation to the underlying equities may materially and adversely affect the value of the Notes linked to ADRs.

10.11 ***Risks relating to Currency-Linked Notes***

See "*Risk Factors relating to currencies and exchange rates"* above

10.12 ***Risks Relating to Futures Contract-Linked Notes***

Pursuant to Condition 13 (*Provisions Relating to Futures Contract-Linked Notes*), the Issuers may issue Notes where the redemption amount or, if applicable, the interest amount is linked to the performance of a futures contract (a **Futures Contract**) or a basket of Futures Contracts. The underlying of such Futures Contracts may include equity indices (including equity indices giving exposure to dividends paid by the constituent companies or the volatility of those constituent companies), single stocks, foreign exchange rates, bonds, cryptocurrencies or other types of underlying asset(s), contracts or property.

The risks associated with investing in Futures Contract-Linked Notes are similar to the risks attached to a direct investment in the relevant futures contract(s). There are substantial risks in directly or indirectly investing in futures contracts including, without limitation, the risks set out below.

(1) Investment risks that prospective investors should be aware of include the following: The value of the futures contract(s) underlying the Notes and, as a consequence, the value of Futures Contract-Linked Notes will depend on factors affecting any underlying of the futures contract(s) such as:

- the expectations of performance in relation to the underlying of the futures contract or the constituent assets of any index or indices underlying the Futures Contract from time to time;
- in the case of an index underlying the Futures Contract, any changes in the constituents of that index;
- market interest and yield rates;
- economic, political, structural supply and demand and macro-economic factors;
- changes in applicable law and regulation; and

- in the case of Notes linked to dividend futures contracts (the value of which typically tracks dividends paid by the constituent companies of the underlying equity index during a specified time period), the dividend policy of the relevant constituent companies of the related underlying index.

In addition, the value of future contract(s) also depends on factors relating to the relevant futures contract itself, such as the time remaining to the final settlement date, and the liquidity of such futures contract(s), the contract specification (including without limitation, where the underlying of such Future Contract is cryptocurrency(ies), how the Future Contract deals with a hard-fork in respect of a cryptocurrency) and the terms of the relevant underlying(s).

(2) The Notes give rise to obligations of the Issuer and will not give rise to any obligations or rights in respect of the Futures Contract(s) or any underlying(s) of the Futures Contract(s). The return on investment may have been higher if made in the Futures Contract(s) or underlying(s) of the Futures Contract(s) rather than by purchasing the Notes.

(3) The performance of a similar futures contract or its underlying(s) over a prior contract period will not necessarily be indicative of the performance of the relevant Futures Contract(s) to which the Notes relate.

All these factors may have a significant adverse effect on the amounts payable in respect of the Futures Contract-Linked Notes and/or in a decline in the value of the Futures Contract-Linked Notes.

10.13 ***Risks Relating to cryptocurrency linked ETF-Linked and Futures Contract-Linked Notes***

The Issuers may issue each of ETF-Linked Notes where the relevant ETF(s) are linked to cryptocurrencies and Futures Contract-Linked Notes where the relevant Futures Contract(s) are linked to cryptocurrencies (such Notes, **Crypto Relevant Underlying-Linked Notes**). A cryptocurrency is a digital asset whose origin is derived from a blockchain, including digital currencies.

Bitcoin and Ethereum are among the most widely used cryptocurrencies.

Bitcoin is a decentralised, non-regulated virtual currency, and a worldwide payment system without a central bank or any other central (state) authority. The Bitcoin currency network was released as an open-source software in 2009 to secure payment transactions via the internet from user to user over a peer-to-peer network without any intermediaries. Transactions will be documented in a publicly managed account book labelled “blockchain”.

Ethereum is a cryptocurrency based on an open-source, blockchain-based, decentralised software platform (also called Ethereum).

(a) ***Cryptocurrencies are a relatively new technological innovation with a limited operating history***

Cryptocurrencies have a relatively limited history of existence and operations compared to traditional commodities. There is a limited established performance record for the price of cryptocurrencies and, in turn, a limited basis for evaluating an investment in them. Although past performance is not necessarily indicative of future results, if cryptocurrencies had a more established history, such history might (or might not) provide investors with more information on which to evaluate an investment in Crypto Relevant Underlying-Linked Notes.

(b) ***The price of cryptocurrencies is highly volatile and subject to fluctuations due to a number of factors***

The value of both cryptocurrency linked ETF(s) and cryptocurrency linked Futures Contract(s) (each being a **Crypto Linked Relevant Underlying**) are linked to the value of the underlying cryptocurrency and therefore fluctuations in the price of such cryptocurrency could adversely affect the value of any such ETF or Futures Contract. The price of cryptocurrencies is highly volatile, and subject to a number of factors, which individually or together could impact their price, including (without limitation):

(i) an increase in the global supply or a decrease in the global demand of the relevant cryptocurrency;

(ii) market conditions of, and overall sentiment towards, the digital assets and blockchain technology industry;

(iii) trading activity on digital assets exchanges, which, in many cases, are largely unregulated or may be subject to manipulation;

(iv) forks in the Bitcoin or relevant cryptocurrency network;

(v) investors' expectations with respect to interest rates, the rates of inflation of fiat currencies or the relevant cryptocurrency and digital asset exchange rates;

(vi) consumer preferences and perceptions of the relevant cryptocurrency specifically and digital assets generally;

(vii) negative events including business failures and bankruptcies, publicity and social media coverage relating to the relevant cryptocurrency and blockchain technology industry;

(viii) fiat currency withdrawal and deposit policies on digital asset exchanges;

(ix) monetary policies of governments, legislation or regulations, trade restrictions and regulatory measures or enforcement actions, if any, that restrict the use of cryptocurrencies as a form of payment or the purchase of cryptocurrencies;

(x) global or regional political, economic or financial conditions, events and situations, such as the Covid-19 outbreak;

(xi) financial strength of market participants;

(xii) availability of funding and cost of capital; and

(xiii) interruptions in service from or closures or failures of major digital asset exchanges or their banking partners, or outages or system failures affecting a cryptocurrency network.

Due to the extremely high volatility of cryptocurrencies, the value of Crypto Linked Relevant Underlying(s) may change significantly on a frequent basis, and even multiple times within the same trading day. In addition, there is no assurance that cryptocurrencies will maintain their value in the long, intermediate or short term. A decline in the price of the relevant

cryptocurrency may negatively impact the value of the Crypto Linked Relevant Underlying(s), which may adversely affect, the value of Crypto Relevant Underlying-Linked Notes.

Holders of Crypto Relevant Underlying-Linked Notes should be able to actively monitor and manage the performance of cryptocurrencies in order to manage the performance of the Crypto Relevant Underlying-Linked Notes that they hold. Holders who are not able to do so or who do not have sufficient time to do so may not be able to react quickly enough in the event of an unfavourable performance, which could result in them losing all or a significant portion of their investment.

(c) ***The trading price of cryptocurrencies has experienced extreme volatility in recent periods***

The trading prices of many digital assets, including cryptocurrencies, have experienced extreme volatility in recent periods and may continue to do so. Digital asset prices, including cryptocurrencies, continued to experience significant and sudden changes throughout 2021 followed by steep decreases in the fourth quarter of 2021, and throughout 2022. In particular, digital asset prices experienced extreme volatility from November 2022 when FTX Trading Ltd., a digital asset trading platform, halted customer withdrawals and subsequently filed for insolvency. The price of cryptocurrencies, along with other digital assets, has continued to fluctuate to date.

Extreme volatility in the future, including further declines in the trading prices of cryptocurrencies, could have a material adverse effect on the value of Crypto Linked Relevant Underlyings. Furthermore, a lack of regulatory clarity may reduce confidence in the digital asset economy and may result in greater volatility (and potential depreciation) in the price of cryptocurrencies. Each of the foregoing may adversely affect the value of Crypto Relevant Underlying-Linked Notes.

(d) ***Cryptocurrencies may have concentrated ownership and large sales or distributions could have an adverse effect their market price***

The largest cryptocurrency wallets are believed to hold, in aggregate, a significant percentage of certain cryptocurrencies in circulation. As a result of this concentration of ownership, large sales or distributions by such holders could have an adverse effect on the price of cryptocurrencies and, therefore, the performance of Crypto Linked Relevant Underlying(s), this in turn may adversely affect the value of Crypto Relevant Underlying-Linked Notes.

(e) ***The price of cryptocurrencies may be adversely affected by their fundamental investment characteristics and the underlying blockchain technology***

The fundamental investment characteristics of cryptocurrencies and their underlying technology such may negatively impact its price, including (without limitation):

(i) digital asset networks are dependent upon the internet. A disruption of the internet or a cryptocurrency network would affect the ability to transfer such cryptocurrency and consequently its price;

(ii) a cryptocurrency network's protocol may be informally managed by a group of core developers that propose amendments to the network's source code. To the extent that a significant majority of users and miners adopt amendments to the cryptocurrency network, the network will be subject to new protocols that may adversely affect the price of such cryptocurrency;

(iii) the cryptography underlying a cryptocurrency could prove to be flawed or ineffective, or developments in mathematics and/or technology, including advances in digital computing, algebraic geometry and quantum computing, could result in such cryptography becoming ineffective. The functionality of a cryptocurrency network may be negatively affected such that it is no longer attractive to users, thereby dampening demand for the cryptocurrency and reducing its price;

(iv) a cryptocurrency network may face significant scaling challenges and may periodically be upgraded with various features designed to increase the speed and throughput of cryptocurrency transactions. These attempts to increase the volume of transactions may not be effective, and such upgrades may fail, resulting in potentially irreparable damage to the cryptocurrency network and to the price of the cryptocurrency; and

(v) the market price of cryptocurrencies is not based on any kind of claim or physical asset, and depends on the expectation of being usable in future transactions and continued interest from investors, which may be affected by the development of cryptocurrency capabilities and blockchain technology generally. This strong correlation between an expectation and market value is the basis for the current (and probable future) volatility of the market value of cryptocurrencies.

A decline in the price of cryptocurrencies as a result of any of the above factors may impact the value of Crypto Linked Relevant Underlying(s), which may adversely affect a holders return under Crypto Relevant Underlying-Linked Notes.

(f) ***Competition from the emergence or growth of other digital assets or methods of investing in digital assets could have a negative impact on the price of competing cryptocurrencies***

Competition from the emergence or growth of alternative digital assets and smart contracts platforms could have a negative impact on the demand for, and price of, existing cryptocurrencies and thereby adversely affect the value of Crypto Linked Relevant Underlying(s), which may adversely affect the value of Crypto Relevant Underlying-Linked Notes.

In addition, central banks in various countries have introduced digital forms of legal tender (**CBDCs**). Whether or not they incorporate blockchain or similar technology, CBDCs, as legal tender in the issuing jurisdiction, could have an advantage in competing with, or replacing, cryptocurrencies as a medium of exchange or store of value. As a result of this increased competition, the demand for cryptocurrencies could decrease which could adversely affect their market price and, therefore, the value of Crypto Linked Relevant Underlying(s), which in turn may adversely affect the value of Crypto Relevant Underlying-Linked Notes.

(g) ***If the profit margins of a cryptocurrency's mining operations are not sufficiently high, this could negatively impact the price of such cryptocurrency***

Over the past decade, cryptocurrency mining operations have evolved from individual users mining with computer processors, graphics processing units and first-generation application specific integrated circuit machines to "professionalised" mining operations using proprietary hardware or sophisticated machines. If the profit margins of cryptocurrency mining operations are not sufficiently high, including due to an increase in electricity costs or a decline in the market price of such cryptocurrency, or if cryptocurrency mining operations are unable to arrange alternative sources of financing (e.g., if lenders refuse to make loans to such miners), such cryptocurrency miners may be more likely to immediately sell their cryptocurrency holding, resulting in an increase in liquid supply of cryptocurrency. This may lead to a decline

in the market price of cryptocurrencies, which in turn could negatively impact the value of Crypto Linked Relevant Underlying(s). This may adversely affect the value of Crypto Relevant Underlying-Linked Notes, which may result in a reduced return for holders under Crypto Relevant Underlying-Linked Notes.

(h) ***If a malicious actor or botnet obtains control of over a cryptocurrency network through its processing power, influence over core developers or otherwise, such actor or botnet could manipulate the cryptocurrency blockchain***

If a malicious actor or botnet (a volunteer or hacked collection of computers controlled by networked software coordinating the actions of the computers) obtains a majority of the processing power dedicated to mining on a cryptocurrency network, it may be able to alter the relevant blockchain on which transactions in such cryptocurrency rely by constructing fraudulent blocks or preventing certain transactions from completing in a timely manner, or at all. For example, in August 2020, the Ethereum Classic Network was the target of attacks by an unknown actor or actors that gained more than 50% of the processing power of the Ethereum Classic network that allowed the attacker or attackers to reverse previously recorded transactions in excess of $5.0 million and $1.0 million.

Attacks on cryptocurrency networks could negatively impact the market price of cryptocurrencies and, in turn, the value of Crypto Linked Relevant Underlying(s). This may adversely affect the value of Crypto Relevant Underlying-Linked Notes.

10.14 ***Risks associated with Relevant Underlying comprised of a Basket***

(a) ***Exposure to performance of Basket and its components***

In accordance with Condition 8 (*Securities-Linked, Currency-Linked, Inflation-linked, Fund-Linked, Futures Contract-Linked and Rate-Linked Notes Provisions*), the Issuers may issue Notes which are linked to or reference a Basket of assets, the investors in such Notes are exposed to the performance of such Basket. If the Basket does not perform as expected, this will materially and adversely affect the value of Notes with Relevant Underlying comprised of a Basket.

(b) ***A high correlation of Basket Components may have a significant effect on amounts payable***

Some Notes are linked to Baskets of Relevant Underlying where the performance of such Relevant Underlying tends to move in the same direction, or correlate, as a result of changes in market conditions, such as a change in interest rates. Correlation of Basket Components indicates the level of interdependence among the individual Basket Components with respect to their performance. If, for example, all of the Basket Components originate from the same sector and the same country, a high positive correlation may generally be assumed. Past rates of correlation may not be determinative of future rates of correlation: though Basket Components may not appear to be correlated based on past performance, it may be that they suffer the same adverse performance following a general downturn or other economic or political event. Where the Basket Components are subject to high correlation, any move in the performance of the Basket Components will exaggerate the performance of the Notes and may have a significant negative effect on amounts payable under the Notes.

(c) ***The negative performance of a single Basket Component may outweigh a positive performance of one or more other Basket Components***

Even in the case of a positive performance of one or more Basket Components, the performance of the Basket as a whole may be negative if the performance of the other Basket Components is negative to a greater extent, subject to the terms and conditions of the relevant Notes.

(d) ***A small Basket, or an unequally weighted Basket, will generally leave the Basket more vulnerable to changes in the value of any particular Relevant Underlying***

The performance of a Basket that includes a smaller number of Relevant Underlying will generally, subject to the terms and conditions of the relevant Notes, be more affected by changes in the value of any particular Relevant Underlying included therein than a Basket that includes a greater number of Relevant Underlying.

The performance of a Basket that gives greater weight to some Relevant Underlying will generally, subject to the terms and conditions of the relevant Notes, be more affected by changes in the value of any such particular Relevant Underlying included therein than a Basket that gives relatively equal weight to each Relevant Underlying.

(e) ***A change in composition of a Basket may have an adverse effect on Basket performance***

Where the Notes grant the Determination Agent the right, in certain circumstances, to adjust the composition of the Basket, any replacement Basket Component may perform differently from the original Basket Component, which may have an adverse effect on the performance of the Basket which will in turn have a significant adverse effect on the value of the Notes.

10.15 ***Effect of the liquidity of the Relevant Underlying on Note pricing***

An Issuer's and/or its Affiliates' hedging costs tend to be higher the less liquidity the Relevant Underlying has or the greater the difference between the "buy" and "sell" prices for the Relevant Underlying or derivatives contracts referenced to the Relevant Underlying. When quoting prices for the Notes, the Issuer and/or its Affiliates will factor in such hedging costs and will pass them on to the Noteholders by incorporating them into the "buy" and "sell" prices. Thus, Noteholders selling their Notes on an exchange or on the over-the-counter market may be doing so at a price that is substantially lower than the actual value of the Notes at the time of sale.

10.16 ***Historical value of the Relevant Underlying***

The historical value (if any) of the Relevant Underlying or the components of the Relevant Underlying does not indicate their future performance. Holders of the Notes should be aware that the Relevant Underlying or the components of the Relevant Underlying may perform differently than they have historically, which could adversely affect the value of the Notes, the return on the Notes and the price at which the Noteholder can sell such Notes.

10.17 ***Investors have no shareholder rights***

As an owner of Notes, investors shall be aware that they will not have voting rights or rights to receive dividends, interest or other distributions, as applicable, or any other rights with respect to any underlying security, ETF, other fund or index.

10.18 ***Risk associated with estimating the price of the Relevant Underlying if its domestic market is closed while secondary trading in the Notes is open***

If the Relevant Underlying is traded on its domestic market during the opening hours for secondary trading in the Notes by the Issuer or its Affiliates or any stock exchange on which the Notes are listed, the price of the Relevant Underlying is incorporated into the price calculation for the Notes. In certain cases, however, the price of the Relevant Underlying may need to be estimated if the Notes are traded at a time when the market for the Relevant Underlying is closed. In general, this problem could apply to the Notes irrespective of the time at which they are traded because the Issuer and/or its Affiliates currently offer off exchange trading in the Notes at times when the Relevant Underlying is not traded on the local markets or stock exchanges. This problem applies in particular to a Relevant Underlying that is traded in time zones different from European time zones. The same problem arises if the Notes are traded on days on which the domestic market for the Relevant Underlying is closed because of a public holiday. If the Issuer and/or any of its Affiliates estimates the price of the Relevant Underlying when the domestic market is closed, its estimate may prove to be accurate, too high or too low within just a few hours of the domestic market re opening for trade in the Relevant Underlying. Correspondingly, the prices used by the Issuer and/or any of its Affiliates for the Notes prior to the opening of business on the domestic market may subsequently prove to be too high or too low. Holders of the Notes should be aware that where the estimated price of the Relevant Underlying is too low, the secondary trading price of the Notes may be less than if the price of the Relevant Underlying had not been estimated.

10.19 ***Administrator/Benchmark Events***

Where the Relevant Underlying or otherwise any variable by reference to which interest, principal or other amounts payable under the Notes is a "Relevant Benchmark" for the purposes of the Conditions the administrator or sponsor (or the Relevant Benchmark) may be required to be authorised, registered, recognised, endorsed or otherwise included in an official register or, in the case of a benchmark in scope of the amended EU Benchmark Regulation, not be the object of a public notice of non-compliance with such regulation, in order for the Issuer, the Determination Agent or the Calculation Agent to be permitted to use the Relevant Benchmark in certain ways and potentially to perform their respective obligations under the Notes. If the Determination Agent determines that such a requirement applies to the administrator or sponsor (or the Relevant Benchmark) but it has not been satisfied then an "Administrator/Benchmark Event" (as defined in Condition 2 (*Interpretation*)) will occur and the Determination Agent will apply certain fallbacks.

In the case where the Notes reference a Relevant Index Benchmark these fallbacks may include one or more of the Determination Agent replacing the Relevant Index Benchmark with any "Alternative Pre-nominated Index" which has been specified in the applicable Final Terms, making adjustments to the amounts payable by the Issuer under the Notes, adjusting the other terms and conditions of the Notes or the Issuer redeeming the Notes.

In the case where the Notes reference a Relevant FX Benchmark the fallbacks may include the Determination Agent making a determination of the Settlement Rate or using a fallback reference price to determine the Settlement Rate, or the Issuer redeeming the Notes.

In the case where the Notes reference a Relevant Rates Benchmark, the fallbacks summarised in the risk factor entitled "*EURIBOR, CMS Reference Rates, CMS Underlying Rate, SONIA, €STR, SARON, TONA and other benchmark rate discontinuance or prohibition on use may lead to adjustments to the terms of the Notes or an early redemption of the Notes*" will apply. Holders of the Notes should be aware that such adjustments to the terms of the Notes or early redemption of the Notes may adversely impact the return on and value of the Notes.

10.20 ***If the Relevant Underlying is new and/or has limited actual historical performance, any investment in the Relevant Underlying may involve greater risk than an investment in a Relevant Underlying with longer actual historical performance and a proven track record***

All information regarding the performance of the Relevant Underlying prior to its start date is hypothetical and back-tested, as the Relevant Underlying did not exist prior to that time. As such, performance for periods prior to the start date of the Relevant Underlying has been retrospectively simulated by the Index Sponsor on a hypothetical basis and has not been verified by an independent third party nor the Issuer. It is important to understand that hypothetical back-tested Relevant Underlying performance information is subject to significant limitations, in addition to the fact that past performance is never a guarantee of future performance. In particular:

- The Index Sponsor developed the rules of the Relevant Underlying with the benefit of hindsight - that is, with the benefit of being able to evaluate how the index rules would have caused the Relevant Underlying to perform had it existed during the hypothetical back-tested period.

- The hypothetical back-tested performance of the Relevant Underlying might look different if it covered a different historical period. The market conditions that existed during the historical period covered by the hypothetical back-tested Relevant Underlying performance are not necessarily representative of the market conditions that will exist in the future.

It is impossible to predict whether the Relevant Underlying will rise or fall. The actual future performance of the Relevant Underlying may bear little relation to the historical or hypothetical back-tested levels of the Relevant Underlying. If the Relevant Underlying does not perform as expected, this will materially and negatively affect the value of the Notes.

11. Risk Factors relating to Notes that include certain features

11.1 ***Basket Notes - "Best of" Average/"Worst of" Average/"Selection" Average***

Determinations of amounts payable under Notes linked to the value and/or performance of a basket of Shares, Indices, ETFs, Inflation Indices, Funds and/or Futures Contracts may take into account the average value and/or performance of only a limited number of the components of the relevant basket, identified by reference to their value and/or performance relative to the other components of the basket as of one or more relevant dates. For the purpose of such determinations, the Determination Agent will order the values and/or performances of the components, high to low, and the relevant determination will be based on an average of the values (or performances) of an identified number of components having the highest values or performances (in the case of Notes in respect of which Paragraph 24 (Best of – Non Equally Weighted Average Performance) of Section 3 (*Performance Determination Terms*) of the Additional Terms and Conditions applies), or having the lowest values or performances (in the case of Notes in respect of which Paragraph 25 (*Worst of – Non Equally Weighted Average Performance*) of Section 3 (*Performance Determination Terms*) of the Additional Terms and Conditions applies) or which are otherwise identified by reference to such order (in the case of Notes in respect of which "Selected Average" applies as described in Paragraphs 10 to 23 of Section 3 (*Performance Determination Terms*) of the Additional Terms and Conditions).

11.2 ***Worst-of Basket Performance feature***

When the Notes are linked to the performance of the worst performing Basket Component among multiple Relevant Underlyings (a "**Worst-of Basket Performance**" feature), the Notes are not linked to a basket consisting of all Basket Components. Rather, the performance of each Basket Component is considered independently. Unlike securities with a return linked to a basket of Basket Components, in which risk is mitigated and diversified among all the Basket Components, Noteholders will be exposed to the risks related to each Basket Component individually. Poor performance by any Basket Component over the term of the Notes will negatively impact the return and will not be offset or mitigated by any positive performance by the other Basket Component(s). In addition, Noteholders may be exposed to the decline in the worst performing Basket Component over the term of the Notes, even if the other Basket Component(s) have appreciated or have not declined as much. Accordingly, Noteholders investment is subject to the price risk of each Basket Component. Consequently, the risk of suffering a significant loss is greater for Noteholders investing in Notes with a "Worst-of Basket Performance" feature as opposed to substantially similar securities that are linked to a single Relevant Underlying or a basket of Relevant Underlyings.

Interest - Where the determination of interest payable on the Notes includes a "Worst Performance" feature (where "Worst Performance" is specified as being applicable in the applicable Final Terms (where Paragraph 25 (*Worst of – Non Equally Weighted Average Performance*) of Section 3 (*Performance Determination Terms*) of the Additional Terms and Conditions is applicable), payment of interest will be conditional on the value/performance of the worst performing Basket Component being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value, and if such condition is not satisfied, then the amount of interest payable will be zero. **Accordingly, if the "Worst Performance" feature is specified as being applicable, the interest payable may be zero even if the value/performance of the other Basket Components satisfy the specified barrier condition. As a result, Noteholders may suffer a significantly decreased rate of return on the Notes or even no return whatsoever.**

Redemption - When Paragraph 25 (*Worst of – Non Equally Weighted Average Performance*) of Section 3 (*Performance Determination Terms*) of the Additional Terms and Conditions is specified as applicable in the applicable Final Terms, determinations of the Final Redemption Amount payable in respect of Notes linked to the value and/or performance of a basket of Relevant Underlyings could be made solely by reference to the worst performing Basket Component. Accordingly, in relation to such Notes, the Final Redemption Amount payable will be linked to the value/performance of the worst performing Basket Component, irrespective of the value/performance of any other Basket Component.

Further, where Physical Settlement will apply in respect of the Notes, upon the condition for the relevant section to be applicable being satisfied and pursuant to any "Worst-of Basket Performance-Linked Redemption" feature being applicable (Paragraph 17 "Physical Settlement" of Section 6 (*Final Redemption Terms*) of the Additional Terms and Conditions), the Underlying Securities which will comprise the Physical Delivery Amount shall be the worst performing Basket Component. None of the other Basket Components will comprise the Underlying Securities delivered to the Noteholders.

11.3 ***Averaging features***

When Paragraph 4 (*Average Value*), Paragraph 11 (*Individually Floored Average Value*), Paragraph 12 (*Individually Capped Average Value*), Paragraph 13 (*Globally Floored Average Value*) or Paragraph 14 (*Globally Capped Average Value*) of Section 2 (*Value Determination Terms*) of the Additional Terms and Conditions is specified as applicable in the applicable Final

Terms, determinations of amounts payable under Notes linked to the value and/or performance of a single Relevant Underlying or a basket of Relevant Underlyings may be determined based on the arithmetic mean of values determined as of a series of Averaging Dates. This will limit the extent to which a sudden increase or decrease in value and/or performance of the Relevant Underlying on a single date affects the relevant determination.

11.4 ***Participation feature (Interest and Final Redemption Amount)***

Interest. Where "Participation" is used to identify the terms for determining interest payable on any Notes (for instance, where "Participation & Barrier(s) Conditional Coupon", "Capitalised Participation & Barrier Conditional Coupon", "Basic Participation Coupon", "Locked Participation Coupon", "Capitalised Basic Participation Coupon", "Capitalised Locked Participation Coupon" or "Cumulative Participation Inflation Coupon", as provided for in Section 4 (*Interest Provisions*) of the Additional Terms and Conditions, is applicable), the formula for determining such interest will include a percentage multiplication factor (**Participation Rate**) applied to the calculation of the performance of the Relevant Underlying. Where such Participation Rate is less than 100 per cent., interest payments will accordingly be linked to part only of such performance and will be less than the interest that would have been payable if linked to the full value of such performance and as a result investors may suffer a significantly decreased rate of return on the Notes. Further, if the Performance of the Relevant Underlying is zero or negative, **the amount of interest may be zero.**

Final Redemption Amount. Where "Participation" is used to identify the terms for determining the Final Redemption Amount payable on any Notes (for instance, where "*Participation Redemption (Principal at Risk)*", "*Participation (Floored) Redemption (Principal at Risk or not at Risk)*" , as provided for in Section 6 (*Final Redemption Terms*) of the Additional Terms and Conditions, is applicable), the formula for determining such Final Redemption Amount will include a percentage multiplication factor (**Participation Rate**) applied to the calculation of the performance of the Relevant Underlying. Where such Participation Rate is less than 100 per cent., the Final Redemption Amount will accordingly be linked to part only of such performance and will be less than the amount that would have been payable if linked to the full value of such performance and as a result Noteholders may lose all or a substantial portion of their investment. Where such percentage exceeds 100 per cent. and the performance of the Relevant Underlying is negative, the Final Redemption Amount is exposed on a leveraged basis to the negative performance of the Relevant Underlying, which will result in a loss proportionally greater than would have been the case had it been linked solely to the performance of the Relevant Underlying without leverage, and the Noteholders may lose all or a substantial portion of their investment.

The formula for determining the Final Redemption Amount may also apply an amount which is 100 per cent. minus such a percentage (or Participation Factor) as a multiplication factor to a fixed amount in determining the Final Redemption Amount, (for instance, where "*Participation (Conditional Floored) Redemption (Principal at Risk)*", as provided for in Section 6 (*Final Redemption Terms*) of the Additional Terms and Conditions, is applicable) in which case the deduction of such percentage will reduce the Final Redemption Amount that would otherwise be payable in respect of the Notes.

11.5 ***Barrier feature (Interest, Automatic Early Redemption Amount and Final Redemption Amount) and "airbag" feature (Final Redemption Amount)***

Interest. Where "barrier" is used to identify the terms for determining interest payable on any Notes (for instance, where "Non Memory Barrier Conditional Coupon", as provided for in Section 4 (*Interest Provisions*) of the Additional Terms and Conditions, is applicable), each such payment of interest on the Notes will be conditional on the value or performance of the

Relevant Underlying, as determined in accordance with the applicable Conditions as of the relevant Observation Barrier Date or Interest Determination Date (as applicable), being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value, and if such condition is not satisfied, **then the amount of interest payable will be zero.**

Where "double barrier" is used to identify the terms for determining the interest payable on any Notes (for instance, where Paragraph 21 (*Non Memory Double Barrier Conditional Coupon – Option 1*), 22 (*Non Memory Double Barrier Conditional Coupon – Option 2*), or 23 (*Non Memory Double Barrier Conditional Coupon – Option 3*) of Section 4 (*Interest Provisions*) of the Additional Terms and Conditions is applicable), the interest amount payable will be conditional on two barriers, and a different interest amount may be payable depending on which of the two barrier conditions is satisfied. If neither barrier condition is satisfied, then the amount of interest payable will be zero.

Redemption. Where one or more "barriers" are specified in the terms for determining the Final Redemption Amount payable on any Notes (for instance, where "Barrier Redemption", as provided for in Section 6 (*Scheduled Redemption Terms*) of the Additional Terms and Conditions, is applicable), the redemption amount payable will be Par or such other value specified in the applicable Final Terms if the value or performance of the Relevant Underlying, as determined in accordance with the applicable Conditions as of the relevant Determination Date, is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value, and **if such condition is not satisfied, an amount that may be determined by reference to the performance of the Relevant Underlying, which may be less than Par.**

Where, additionally, "airbag" is used to identify the terms for determining the Final Redemption Amount payable on any Notes (for instance, where "Airbag Barrier Redemption (Principal at Risk)", "Redemption with Barrier and Locking (Principal at Risk)" or "Redemption with Barrier with Airbag and Locking (Principal at Risk)" as provided for in Section 6 (*Scheduled Redemption Terms*) of the Additional Terms and Conditions, is applicable), and the condition mentioned in the preceding paragraph is not satisfied, the Final Redemption Amount payable will be an amount determined by reference to a percentage (defined as the "Airbag Rate") of the performance of the Relevant Underlying. The application of such a rate less than 100% will limit the extent to which the Final Redemption Amount is reduced by reference to the performance of the Relevant Underlying.

Automatic Early Redemption. Where "double barrier" is used to identify the terms for determining the interest payable on any Notes (where Paragraph 4 (*Automatic Early Redemption Double Barrier – Option 1*) or 5 (*Automatic Early Redemption Double Barrier – Option 2*) of Section 5 (*Early Redemption Terms*) of the Additional Terms and Conditions is applicable), the early redemption amount will be conditional on two barriers, and a different early redemption amount may be payable depending on which of the two barrier conditions is satisfied. **If neither barrier condition is satisfied, then the early redemption amount will not be payable.**

11.6 ***Automatic Early Redemption (Autocall)***

Where "Automatic Early Redemption (Autocall)", as provided for in Section 5 (*Early Redemption Terms*) of the Additional Terms and Conditions is applicable, and the value of the Relevant Underlying, as of any Automatic Early Redemption Determination Date specified in the applicable Final Terms, is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the applicable Autocall Barrier Value, then an Automatic Early Redemption Event shall be deemed to have occurred and the

Issuer shall redeem the Notes on the immediately following Automatic Early Redemption Date at an amount specified in the applicable Final Terms. If the Notes are automatically redeemed prior to maturity, the appreciation potential of the Notes is limited by the fixed Automatic Early Redemption Amount specified for each Automatic Early Redemption Date and no further payments will be made on the Notes once they have been redeemed. If the Notes are automatically redeemed prior to maturity, Noteholders will not participate in any further appreciation of the Relevant Underlying. Note also the risks described in paragraph entitled "*The Notes may be redeemed prior to maturity*" above.

11.7 ***Reset Initial Reference Value (Autocall)***

Where "Reset Initial Reference Value" (as defined in Paragraph 15 (*Reset Value*) of Section 2 (*Value Determination Terms*) of the Additional Terms and Conditions) is specified as being applicable in respect of a Series of Autocallable Notes, the Initial Reference Value will not be a fixed value throughout the life of the Notes and may instead be reset on any Reset Observation Date. If the Final Reference Value on such a Reset Observation Date is less than the Reset Barrier Value, the Initial Reference Value in respect of such Reset Observation Date will be the Relevant Underlying Value as of the Strike Date. However, if the Final Reference Value is equal to or greater than the Reset Barrier Value, then the Initial Reference Value will be the Relevant Underlying Value as of the Strike Date, multiplied by a Reset Rate (such value the **Reset Initial Reference Value**). Therefore, if (i) an amount payable under the Notes is determined by reference to a fraction equal to the Final Reference Value divided by the Reset Initial Reference Value and (ii) the Reset Rate is in excess of 100 per cent., then such amount payable under the Notes will be lower than if the amount payable under the Notes were determined by reference to a fraction equal to the Final Reference Value divided by the Initial Reference Value.

11.8 ***Range Accrual feature***

Where the determination of interest payable on the Notes includes a "range" accrual feature (Paragraph 18 (*Range Accrual Coupon*) of Section 4 (*Interest Provisions*) of the Additional Terms and Conditions), the interest payable on the Notes will be calculated by reference to (A) the number of days (Scheduled Trading Days or Business Days or specified Observation Dates, as applicable) in a specified period on which the reference rate or the value/performance of the Relevant Underlying (as applicable) is greater than a specified rate or value (B) divided by the total number of days (Scheduled Trading Days, Business Days or specified Observation Dates, as applicable) in such specified period. For certain Range Accrual Notes, the Relevant Underlying may be (i) a single underlying, (ii) the sum of two underlying, or (iii) the difference between two underlying.

If the value or performance of the Relevant Underlying falls outside the specified range on all or a significant number of days during any Accrual Period, the interest payable for that period will be reduced and may be zero. In such circumstances, Noteholders may receive substantially less interest than expected and the market value of the Notes may decrease significantly. If Noteholders seek to sell their Notes at such time, they may receive substantially less than the issue price of the Notes.

Where the terms of the Notes specify a Rate Cut-Off Date, the reference rate observed on such date may be deemed to apply for the remainder of the relevant Accrual Period. If on such date the reference rate is outside the specified range, no interest will accrue for the period from and including that date to the end of the applicable interest period, regardless of whether the reference rate subsequently moves back within the specified range during that period. This may further reduce the interest payable to Noteholders.

In addition, where the value or performance of the Relevant Underlying is not observed on certain days (i.e., days that are not Accrual Observation Day), the value or performance of the Relevant Underlying on such days may be deemed to be the same as that observed on the most recent preceding Accrual Observation Day on which it was available. This look-back mechanism means that the value or performance of the Relevant Underlying on the applicable preceding Accrual Observation Day will carry a proportionally greater weight in determining the number of accrual days during the relevant period. If the value or performance of the Relevant Underlying on such preceding day falls outside the specified range, each successive day on which the rate is not independently observed will also be treated as falling outside the range, which could materially reduce the amount of interest payable for that period and adversely affect the return on the Notes.

11.9 ***Put Performance***

Where "Put Performance" is specified as being applicable when determining the performance of the Relevant Underlying, the performance of the Relevant Underlying will be determined by the Determination Agent by reference to the value obtained by subtracting from one (1) the value which is the Final Reference Value divided by the Initial Reference Value. Unlike where the performance of the Relevant Underlying is determined without reference to Put Performance, this value will always be lower than one (1). Accordingly, where "Put Performance" is applicable, the value determined as the performance of the Relevant Underlying will be lower than if Put Performance had not been applied in respect of the same Relevant Underlying.

11.10 ***Multiple features i.e. different combinations of payout features***

Investors should note that a series of Notes issued under the Programme may contain one or more of the features described in this section entitled "*Risk Factors relating to Notes that include certain features*" in various different combinations. A series of Notes may have more than one type of interest applying to different interest periods and/or interest payment dates. As a result, the risks highlighted in respect of each such feature above may be compounded where a number of features apply to a single Series of Notes. Depending on the features that apply to a Series of Notes, an investor may bear the risk that no interest is payable throughout the life of the Notes and that the redemption amount in respect of the Notes may be less than par and, in certain circumstances, may be zero.

11.11 ***Caps and floors***

Caps on value/performance of the Relevant Underlying. The applicable Final Terms may specify that the formula or other basis for determining the value and/or performance of the Relevant Underlying in respect of a Series of Notes (or of individual Basket Components comprised in a Relevant Underlying which is a Basket) may provide for a maximum value, or cap, such that any value and/or performance of the Relevant Underlying (or individual Basket Components) in excess of the applicable cap will not be taken into account for the purposes of the relevant determination. Amounts payable on the Notes linked to such capped value and/or performance will be limited accordingly.

Floors on value/performance of the Relevant Underlying. The applicable Final Terms may specify that the formula or other basis for determining the value and/or performance of the Relevant Underlying in respect of a Series of Notes (or of individual Basket Components comprised in a Relevant Underlying which is a Basket) may alternatively, or additionally, be subject to a minimum value, or floor, such that any value and/or performance of the Relevant Underlying (or individual Basket Components) below the applicable floor will not be taken into account for the purposes of the relevant determination. Amounts payable on the Notes linked

to such floored value and/or performance will be limited accordingly. However, depending on the relevant formula or other basis for determination, such a floor may entitle holders to receive payment(s) greater than they would have received if the relevant determination had not been subject to the floor.

Caps and floors on interest rates. In addition, the rate of interest payable on certain Floating Rate Notes and certain Structured Rate Linked Notes may be subject to a maximum rate of interest or a minimum rate of interest specified in the applicable Final Terms. If a maximum rate of interest is specified, the rate of interest payable on such Floating Rates Notes and such Structured Rate Linked Notes will be limited to such maximum rate. However, if a floor or a minimum rate of interest is specified in respect of any Floating Rate Notes or any Structured Rate Linked Notes, the rate of interest payable on such Notes may entitle holders to receive payment(s) greater than they would have received if the relevant rate of interest had not been subject to the floor.

11.12 ***Weighting of Basket Components***

Determinations of amounts payable under Notes linked to the value and/or performance of a basket of Relevant Underlyings may be determined by reference to the arithmetic mean of the values and/or performances of all (or some only, in the case of "Best of Average", "Worst of Average" or "Selected Average") of the Basket Components, which may be equally-weighted or, if so specified in the applicable Final Terms, given different weightings.

Movements in the values of the Basket Components may not correlate with each other. At a time when the value of one or more of the Basket Components increases, the value of one or more of the other Basket Components may not increase as much or may even decline. Therefore, in calculating the closing level of the underlying basket on an observation date, as applicable, increases in the value of one or more of the Basket Components may be moderated, or wholly offset, by lesser increases or declines in the value of one or more of the other Basket Components. Noteholders cannot predict the future performance of a Basket Component or of the underlying basket as a whole, or whether an increase in the value of a Basket Component will be offset by a decrease in the value of one or more of the other Basket Components, based on the historical performance of the Basket Components.

Further, the same percentage change in two Basket Components with unequal weightings could have different effects on the closing level of the underlying basket because of the unequal weightings. The higher the weighting applicable to a particular Basket Component, the more Noteholders will be exposed to the value and/or performance of that Basket Component in comparison with the remaining Basket Components.

11.13 ***Memory feature (coupons)***

Where the determination of interest payable on the Notes includes a "Memory" feature (i.e., where any of Memory Barrier Conditional Coupon, Lock in Memory Barrier Conditional Coupon, Capitalised Memory Barrier Conditional Coupon, Capitalised Lock in Memory Barrier Conditional Coupon, Locked Participation Coupon or Capitalised Locked Participation Coupon (each as provided for in Section 4 (*Interest Provisions*) of the Additional Terms and Conditions) is applicable) the interest accrued with respect to each Interest Determination Date will be conditional on the value or performance of the Relevant Underlying determined as of such Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value, and the interest so accrued will therefore be zero if the condition (referred to herein as a "**barrier condition**") is not satisfied. However, the amount of interest to be accrued if such barrier condition is satisfied will be an amount which is increased on each successive Interest

Determination Date but from which is deducted the sum of all interest accrued in respect of prior Interest Determination Dates. Accordingly, if the interest accrued in respect of an Interest Determination Date (two or more successive Interest Determination Dates) is zero, the interest accrued in respect of the next following Interest Determination Date (if any) where such condition is satisfied will be in an increased amount which will typically equal the sum of the amounts which would have accrued had such condition been satisfied in respect of both (or all) such Interest Determination Dates, but without any interest or other allowance for the deferred accrual.

11.14 ***Capitalised interest feature***

Where "Capitalised" is used to identify the terms for determining interest payable on any the Notes (for instance, where "Capitalised Non Memory Barrier Conditional Coupon", "Capitalised Memory Barrier Conditional Coupon", "Capitalised Participation & Barrier Conditional Coupon", "Capitalised Lock in Non Memory Barrier Conditional Coupon", "Capitalised Lock in Memory Barrier Conditional Coupon" or "Capitalised Locked Participation Coupon", as provided for in Section 4 (*Interest Provisions*) of the Additional Terms and Conditions, is applicable), all interest accruing in respect of the Notes will be payable only on the earliest of the dates specified as the Redemption Date and by a single payment. Therefore, an investor will not receive any periodic or other payment of interest on such Notes prior to such Redemption Date.

11.15 ***Lock in feature (Interest and Final Redemption Amount)***

Interest. Where "lock in" is used to identify the terms for determining interest payable on any Notes (for instance, where "Lock In Non Memory Barrier Conditional Coupon", "Lock in Memory Barrier Conditional Coupon", "Capitalised Lock in Non Memory Barrier Conditional Coupon", "Capitalised Lock in Memory Barrier Conditional Coupon" or "Locked IRR Coupon", as provided for in Section 4 (*Interest Provisions*) of the Additional Terms and Conditions, is applicable), payments of interest which are otherwise conditional on the value or performance of the Relevant Underlying as of the relevant Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a value specified as the Coupon Barrier Value may be payable, notwithstanding that such condition is not satisfied, if a second "lock in" condition was satisfied as of any prior Interest Determination Date, such second condition being that the value or performance of the Relevant Underlying as of the relevant prior Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock In Barrier Value. Accordingly, interest will be payable on the Notes on the Interest Payment Date immediately following an Interest Determination Date if either the first or the second condition is satisfied with respect to that Interest Determination Date. However, if neither condition is satisfied, then no interest will be payable on the Notes on such Interest Payment Date.

Redemption. Where "lock in" is used to identify the terms for determination of the Final Redemption Amount payable with respect to any Notes (for instance, where "Lock In Redemption (Principal at Risk)", "Barrier & Lock in Redemption (Principal at Risk)", "Airbag Lock in Redemption (Principal at Risk)" or "Airbag Barrier & Lock in Redemption (Principal at Risk)", as provided for in Section 6 (*Final Redemption Terms*) of the Additional Terms and Conditions, is applicable), the Final Redemption Amount may be a specified fixed amount if, as of any specified Barrier Observation Date, the value or performance of the Relevant Underlying is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a value specified as the Lock In Barrier Value, and, if such condition is not satisfied (and subject to any further conditions applicable to the determination of the Final Redemption Amount), an amount linked to the performance

of the Relevant Underlying determined as of the specified Determination Date, which may be less than Par.

11.16 ***Structured Rate Linked Notes***

The rate of interest payable on certain Notes bear interest at a floating rate which refers to (i) if "Spread Floating Rate" is applicable, a formula which comprises two reference rates of different maturities which will be subtracted, or (ii) if "Inverse Floater Notes" is applicable, a formula which comprises a fixed rate and a reference rate which will be subtracted.

There will be a periodic adjustment of the reference rates. Accordingly, the market value of the Notes may be volatile and the interest income on the Notes cannot be anticipated. Due to varying interest income, investors are not able to determine a definite yield of Spread 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. The Noteholders are exposed to the risk of fluctuations in interest rates after issuance of the Notes, which may adversely affect the value of the Notes.

With respect to "Spread Floating Rate", the Spread Rate will be based on the spread between two reference rates, which may narrow significantly during the term of the Notes, or may become negative. If the spread between the two reference rates narrows, interest payments on the Notes will be reduced and, if the spread is zero or negative on any interest determination date, the interest amount for the related interest period may be zero.

With respect to "Inverse Floater Notes", if the floating interest rate with respect to an interest period increases, the difference between the fixed rate and the floating interest rate will decrease and the interest Noteholders will earn, if any, with respect to such interest period will decrease and could be zero.

11.17 ***Particular risks in relation to Dividend Adjusted Performance Feature of the Notes***

Where Notes are linked to a Share (in accordance with Condition 9 (*Provisions Relating to Securities-Linked Notes*)), with no dividend adjusted performance feature, the performance of the Share is determined by reference to the market price of the relevant Share with no reinvestment of the value of the dividend paid by the issuer of such Share (i.e. on any ex-dividend date the market price of the Share is reduced by the amount of the dividend).

However, if the relevant Final Terms specify that "Closing Value with Dividend Adjusted Performance" (as defined in Paragraph 16 (*Closing Value with Dividend Adjusted Performance*) of Section 2 (*Value Determination Terms*) of the Additional Terms and Conditions) is applicable, this means that the Notes reference the performance of the relevant Share(s) as adjusted so as to reflect a predetermined amount specified in the applicable Final Terms (the **Pre-Defined Dividend**) being deducted periodically *in lieu* of the actual dividend paid by the relevant issuer of such Share.

If the Pre-Defined Dividend in a relevant period is higher than the actual declared dividend during the same period, then the price or performance of the relevant Share will be adjusted downward and will, underperform the Share which is not so adjusted. Such underperformance will increase as the price of the relevant Share decreases, due to the fact that the Pre-Defined Dividend is a fixed amount set out in the relevant Final Terms and not a percentage of the relevant Share price. If the Pre-Defined Dividend in a relevant period is lower than the actual declared dividend during the same period, then the price or performance of the relevant Share will be adjusted upward. Accordingly, due to the "Pre-Defined Dividend" feature, the Notes

may perform differently in comparison to notes linked to the same Share(s) but without such dividend adjusted performance feature.

11.18 ***Particular risks in relation to Strategy Calculation Feature of the Notes***

If the relevant Final Terms of the Notes specify that "Strategy Calculation" (as defined in Paragraph 17 (*Strategy Calculation*) of Section 2 (*Value Determination Terms*) of the Additional Terms and Conditions) is applicable, this means that the Notes reference the performance of the Relevant Underlying(s) adjusted so as to reflect a predetermined amount being deducted periodically (the **Pre-Defined Dividend**).

Therefore, the performance of the Relevant Underlying(s) will be adjusted downward and will, underperform the Relevant Underlying(s) which is not so adjusted. Accordingly, due to the "Strategy Calculation" feature, the Notes will perform differently in comparison to notes linked to the same Relevant Underlying(s) but without such feature.

11.19 ***Particular risks in relation to "Knock-Out Event" feature of the Notes***

Interest. If the "Knock-Out Event" feature is applicable as specified in the applicable Final Terms, the Issuer will pay interest in respect of the Notes in accordance with the applicable Interest Provision, provided that no Knock-Out Event has occurred. If a Knock-Out Event has occurred, no interest will be paid in respect of the Interest Provision with respect to which a Knock-Out Event is specified as applicable and the amount of interest payable will be zero.

Redemption. If the "Knock-Out Event" is applicable to the Final Redemption Term specified as applicable in the applicable Final Terms, the Notes will be redeemed by the Issuer on the Maturity Date, unless the Notes have been previously redeemed or cancelled, either (a) if no Knock-Out Event has occurred, in accordance with the applicable Final Redemption Term, or (b) if the Knock-Out Event has occurred, in an amount linked to the performance of the Relevant Underlying, which may be less than Par if Method 1 is applicable OR equal to a percentage of the Calculation Amount which may be less than Par as specified in the applicable Final Terms if Method 2 is applicable.

DISCLAIMERS

The Issuers, the Guarantor and MSIP as Distribution Agent, disclaim any responsibility to advise prospective purchasers of any matters arising under the laws of the country in which they reside that may affect the purchase of, or holding of, or the receipt of payments on the Notes. These persons should consult their own legal and financial advisers concerning these matters.

1. ***General Disclaimers***

1.1 **Issuer's credit ratings may not reflect all risks**

One or more independent credit rating agencies may assign credit ratings to the Issuer and/or the Guarantor (if applicable). 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 Notes and may be revised or withdrawn by the rating agency at any time.

1.2 **Change of law**

The Conditions of the Notes are based on French law in effect as at the date of this Base Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to French law or administrative practice in France after the date of this Base Prospectus.

1.3 **Independent review and advice**

Each prospective investor must determine, based on its own independent review and such professional advice as it deems appropriate under the circumstances, that its acquisition of the Notes is (i) fully consistent with its (or if it is acquiring the Notes in a fiduciary capacity, the beneficiary's) financial needs, objectives and condition, (ii) complies and is fully consistent with all investment policies, guidelines and restrictions applicable to it (whether acquiring the Notes as principal or in a fiduciary capacity) and (iii) is a fit, proper and suitable investment for it (or if it is acquiring the Notes in a fiduciary capacity, for the beneficiary), notwithstanding the clear and substantial risks inherent in investing in or holding the Notes. **Each of the Issuer, the Guarantor (if applicable) and the Distribution Agent disclaims any responsibility to advise prospective investors of any matters arising under the law of the country in which such prospective investors reside that may affect the purchase of, or holding of, or the receipt of payments or deliveries on the Notes.**

1.4 **Selling Agent remuneration**

Each Issuer may enter into distribution agreements with various financial institutions and other intermediaries as determined by such Issuer (each a **Selling Agent**). Each Selling Agent will agree, subject to the satisfaction of certain conditions, to subscribe for the Notes at a price equivalent to or below the Issue Price. Any difference between the price at which the Selling Agent subscribes the Notes and the price at which the Selling Agent sells the Notes to investors will be a remuneration of the Selling Agent. In addition, subject to compliance with all applicable laws, an upfront fee and/or a periodic fee may also be payable to the Selling Agents in respect of all outstanding Notes up to and including the maturity date at a rate determined by the Issuer and which may vary from time to time. Any remuneration received by the Selling Agent including any periodic payments, may influence the Selling Agent's recommendation of the Notes to potential investors and may also increase the purchase price to be paid by the investor. Each Selling Agent will agree to comply with the selling restrictions set out in the document as amended and supplemented by the additional selling restrictions set out in the relevant distribution agreements.

1.5 **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 (i) Notes are appropriate legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) 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.

1.6 **Notes denominated or payable in a currency other than investor's home currency**

Investors should consult their financial and legal advisers as to any specific risks entailed by an investment in Notes that are denominated or payable in, or the payment of which is linked to the value of, a currency other than the currency of the country in which such investor resides or in which such investor conducts its business, which is referred to as their home currency. Such Notes are not appropriate investments for investors who are not sophisticated in foreign currency transactions.

1.7 **Subscription periods**

The Issuer has the right to close the offering of the Notes prior to the end of the subscription period in the event of adverse market conditions, as determined by the Issuer in its reasonable discretion, including, without limitation, increased volatility in the equity market and increased volatility in foreign exchange rates. If the Issuer exercises this right, potential investors will no longer have the right to subscribe for the Notes.

1.8 **Offer Cancellation**

The Issuer has the right to withdraw the offering of the Notes and cancel the issue of the Notes before the end of the subscription period for any reason whatsoever. Reasons for cancellation of the offer include, in particular and without limitation: (i) adverse market conditions, as determined by the Issuer in its reasonable discretion (such as, for example, increased equity market volatility and increased currency exchange rate volatility); or (ii) that the number of applications received at that time is insufficient, in Issuer's opinion, to make an economically viable issuance.

1.9 **Provision of Notices**

In accordance with the Terms and Conditions, the Issuer, the Determination Agent or the Calculation Agent, as the case may be, may in certain circumstances be required to notify Noteholders of the occurrence of a particular event affecting the Notes, including, without limitation, (i) notifying the occurrence of an event which the Issuer determines will result in an early redemption of the Notes, or (ii) notifying a determination made by the Determination Agent of the need to make adjustments to the terms of the Notes following the occurrence of a particular event which the Issuer determines will result in the Notes remaining outstanding. Notwithstanding this obligation, pursuant to Condition 26 (*Notices*), the fact that the Issuer, the Calculation Agent, the Determination Agent or any other party required to give notice to Noteholders in accordance with the Terms and Conditions does not give such notice shall not affect the validity of the determination, adjustment, event or other action for which such notice is required.

2. ***Disclaimers linked with the Relevant Underlying***

2.1 **No affiliation with underlying companies**

The underlying issuer for any single share or basket share, ETF, fund, or any Fund Adviser or the publisher of an index or of a futures contract will not be an Affiliate of Morgan Stanley, MSIP, MSBV, MSFL or MSESE. Morgan Stanley or its subsidiaries may presently or from time to time engage in business with any underlying company, ETF or fund including entering into loans with, or making equity investments in, the underlying company, ETF, fund, or its affiliates or subsidiaries or providing investment advisory services to the underlying company or ETF, including merger and acquisition advisory services. Moreover, no Issuer has the ability to control or predict the actions of the underlying company, ETF, fund or index publisher or futures contract publisher, including any actions, or reconstitution of index components, of the type that would require the determination agent to adjust the payout to the investor at maturity. No underlying company, ETF, fund, Fund Adviser, index publisher or futures contract publisher for any issuance of Notes is involved in the offering of the Notes in any way or has any obligation to consider the investor's interest as an owner of the Notes in taking any corporate actions that might affect the value of the Notes. None of the money an investor pays for the Notes will go to the underlying company, ETF, fund or Fund Adviser for such Notes. However, the Issuer or any affiliate may purchase the Relevant Underlying(s) (or any securities or other assets comprising the Relevant Underlying(s)) for hedging purposes.

Notes relating to dividend futures contracts will give rise to obligations of the Issuer and will not give rise to any obligations under the relevant dividend futures contract or any obligations of any Constituent Company. No offer is made by the sponsor of the relevant dividend futures contract or any Constituent Company. No sponsor of the relevant dividend futures contract will have participated in the preparation of the applicable Final Terms or in establishing the terms of the Notes.

2.2 **Provision of information**

None of the Issuer or any of its Affiliates makes any representation as to the issuer for any single security or basket of securities, any preference share, fund or Fund Service Provider, or the publisher of an underlying index. Any of such persons may have acquired, or during the term of the Notes may acquire, non-public information with respect to any such issuer, publisher or specified entity, their respective affiliates or any guarantors that is or may be material in the context of the Notes. The issue of Notes will not create any obligation on the part of any such persons to disclose to the Noteholders or any other party such information (whether or not confidential).

2.3 **Disclosure**

Neither the issuer of any single security or basket security, an ETF, other fund, any Fund Service Provider nor the publisher of an underlying index has participated in the preparation of this document or in establishing the Conditions of the Notes and neither the Issuers nor any of their Affiliates will make any investigation or enquiry in connection with such offering with respect to any information concerning any such issuer, ETF, other fund, Fund Service Provider, publisher, or specified entity contained in this document or in the documents from which such information was extracted. Consequently, there can be no assurance that all events occurring prior to the issue date (including events that would affect the accuracy or completeness of any publicly available information described in this document) that would affect the trading price and/or level of the Relevant Underlying will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such an issuer, ETF, other fund, Fund Service Provider, publisher or specified entity

could affect the trading price and/or level of the Relevant Underlying and therefore the trading price of the Notes.

3. ***Disclaimers for Index-Linked Notes***

3.1 **Notes linked to an Index are not sold or promoted by an Index or the sponsor of such Index**

Notes linked to an Index are not sponsored, endorsed, sold, or promoted by such Index or the sponsor of such Index. The sponsor of an Index makes no representation whatsoever, whether express or implied, either as to the results to be obtained from the use of such Index or the levels at which such Index stands at any particular time on any particular date. Neither an Index nor sponsor of such Index shall be liable (whether in negligence or otherwise) to any person for any error in such Index. A sponsor of an Index is under no obligation to advise any person of any error in such Index. A sponsor of an Index does not make any representation whatsoever, whether express or implied, as to the advisability of investing or assuming any risk in connection with the Notes linked to such Index.

3.2 **Suitability of Index-Linked Notes**

Prospective investors in any Notes linked to a proprietary index should be familiar with investments in the global financial and commodity markets, financial instruments and indices generally.

3.3 **The relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates are not liable for the actions or omissions of the sponsor of an Index, any information concerning an Index, the performance of such Index or use thereof in connection with the Notes**

The relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates are not liable to the Holders of Notes for any act or failure to act by a sponsor of an Index in connection with the calculation, adjustment, or maintenance of such Index. Although the Determination Agent, as applicable, will obtain information concerning an Index from publicly available sources it believes reliable, it will not independently verify this information. Accordingly, no representation, warranty, or undertaking (express or implied) is made and **no responsibility is accepted by the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates, or the Determination Agent as to the accuracy, completeness, and timeliness of information concerning such Index**. In addition, the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates, or the Determination Agent makes no representation whatsoever, whether express or implied, as to the performance of any Index which is linked to the Notes, any data included in, or omitted from, such Index, or the use of such Index in connection with the Index-Linked Notes.

4. ***Disclaimer for Futures-Contract Linked Notes***

Prior to purchasing Futures Contract-Linked Notes, prospective investors should ensure they are familiar with investments in global capital markets and with derivatives generally, and carefully consider such factors, as the value of the Futures Contract(s) will affect the return on the Notes.

Prospective investors should understand that the value of dividends paid by the Constituent Companies may be influenced by many factors, including the earnings and dividend policies of each of the Underlying Companies, changes in applicable laws and regulations, global economic, financial and political developments and structural supply and demand factors. Before acquiring Notes linked to dividend forwards, prospective investors should carefully

consider, among other things, the volatility of the value and price of the dividend forwards and the performance of the Underlying Companies included in the Underlying Index, on the basis of which the amounts due under the relevant Notes are calculated.

5. ***Disclaimer for Share-Linked Notes: No Share Issuer will have participated in the preparation of the applicable Final Terms or in establishing the terms of the Share-Linked Notes***

No Share Issuer(s) will have participated in the preparation of the applicable Final Terms or in establishing the terms of the Share-Linked Notes and none of the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates will make any investigation or enquiry in connection with such offering with respect to any information concerning any such Share Issuer(s) contained in such Final Terms or in the documents from which such information was extracted. Neither the relevant Issuer, Morgan Stanley or any of Morgan Stanley's affiliates controls any Share Issuer(s) and are not responsible for any disclosure made by any Share Issuer(s). Consequently, there can be no assurance that all events occurring prior to the relevant issue date (including events that would affect the adequacy, accuracy or completeness of the publicly available information described in this paragraph or in any applicable Final Terms) that would affect the trading price of the relevant Share(s) will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning such Share Issuer(s) could affect the trading price of the Share(s) and therefore the trading price of the Notes.

6. ***Representations and acknowledgments by Noteholders***

Each Noteholder shall be deemed to represent and acknowledge to the relevant Issuer and, if applicable, the Guarantor on acquiring any Note that:

(a) none of the Issuer, (if applicable) the Guarantor or and/or any Affiliate nor any of their agents is acting as a fiduciary for it or provides investment, tax, accounting, legal or other advice in respect of the Notes and that such Noteholder and its advisers are not relying on any communication (written or oral and including, without limitation, opinions of third party advisers) of the Issuer, (if applicable) the Guarantor, or any Affiliate as (a) legal, regulatory, tax, business, investment, financial, accounting or other advice, (b) a recommendation to invest in any Notes or (c) an assurance or guarantee as to the expected results of an investment in the Notes (it being understood that information and explanations related to the terms and conditions of the Notes shall not be considered to be any such advice, recommendation, assurance or guarantee and should be independently confirmed by the recipient and its advisers prior to making any such investment);

(b) such Noteholder (a) has consulted with its own legal, regulatory, tax, business, investments, financial and accounting advisers to the extent that it has deemed necessary, and has made its own investment, hedging, and trading decisions based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Issuer, (if applicable) the Guarantor, or any Affiliate or any of their respective agents and (b) is acquiring the Notes with a full understanding of the terms, conditions and risks thereof and it is capable of and willing to assume those risks; and

(c) the Issuer, (if applicable) the Guarantor, and/or any Affiliates may have banking or other commercial relationships with issuers of any securities to which the Notes relate and may engage in proprietary trading in any equity securities, indices, fund interests or other Relevant Underlying to which the Notes relate or options, futures, derivatives or other instruments relating thereto (including such trading as the Issuer, (if

applicable) the Guarantor, and/or any Affiliate deem appropriate in their sole discretion to hedge the market risk on the Notes and other transactions between the Issuer, (if applicable) the Guarantor, and/or any Affiliates and any third parties), and that such trading (a) may affect the price or level thereof and consequently the amounts payable under the Notes and (b) may be effected at any time, including on or near any Valuation Date, Observation Date, Interest Determination Date, Determination Date or Averaging Date.

7. ***Important notice relating to Green Bonds, Social Bonds and/or Sustainability Bonds***

Prior to making any investment in Green Bonds, Social Bonds and/or Sustainability Bonds, prospective investors should have regard to the information set out in the "Use of Proceeds" section of this Base Prospectus and in the "Reasons for the offer" item of the relevant Final Terms and must determine for themselves the relevance of such information together with any other investigation such investor deems necessary. In particular, the use of an amount equal to such proceeds for any Eligible Projects may not 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, any Eligible Projects.

No representation is made as to the suitability of any issuance of Green Bonds, Social Bonds and/or Sustainability Bonds to fulfil environmental and sustainability criteria required by prospective investors nor as to the satisfaction by the Eligible Projects to any requisite criteria determined under the EU Taxonomy Regulation. Each potential purchaser should determine for itself the relevance of the information contained or referred to in the Morgan Stanley Sustainable Issuance Framework and the applicable Final Terms regarding the use of proceeds and its purchase should be based upon such investigation as it deems necessary.

The Second Party Opinion in respect of the Morgan Stanley Sustainable Issuance Framework or any opinion or external assurance of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Sustainable Bonds and in particular with any Eligible Projects to fulfil any environmental, sustainability, social and/or other criteria may not be suitable for Noteholders' purposes. Currently, the providers of such opinions and external assurance are not subject to any specific regulatory or other regime or oversight. Any such opinion or external assurance is only current as of the date that opinion or external assurance was initially issued. The Issuer does not guarantee that the information presented in any such opinion or external assurance is complete, accurate, or up to date. In addition, any such provider, to the extent engaged by the Issuer or one of its affiliates, will receive compensation from the Issuer or its affiliates in connection with the issuance of any such opinion or external assurance, which could give rise to a potential conflict of interest for such provider.

Furthermore, investors are advised that as of the issue date and at any time until the maturity of the relevant Green Bonds, Social Bonds and/or Sustainability Bonds, they may not have, despite the annual report set up by the Issuer (see the section "Use of Proceeds" of this Base Prospectus), a comprehensive knowledge of all the Eligible Projects that would have been financed or refinanced by the gross proceeds of the issue. Moreover, the number or the type of Eligible Projects for a given issue may vary significantly, and it is possible that for practical and/or confidentiality reasons, the list of Eligible Projects may not be exhaustively mentioned in the annual report and that the Issuer may only provide a summary of the Eligible Projects.

In the event that any such Sustainable Bonds are listed or admitted to trading on any dedicated "green", "environmental", "social", "sustainable" or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. Any such listing or admission to trading may not be obtained in respect of any such Sustainable Bonds or, if obtained, any such listing or admission to trading may not be maintained during the life of the Sustainable Bonds.

Payment of principal and interest on any Sustainable Bond will be made from Morgan Stanley's general funds and will not be directly linked to the performance of any Eligible Project.

CONFLICT OF INTEREST

Discretionary Determinations

The Issuer and the Determination Agent have certain discretions under the terms of the Notes following events or circumstances occurring in relation to a Relevant Underlying, including to defer valuations, make adjustments to the terms and conditions of such Notes and/or to redeem such Notes other than on the originally designated date of redemption. Such discretion is necessary as such events and circumstances may not be foreseen at the Trade Date of the relevant Notes but impact the economic or other terms of the Notes. For example, it may not be reasonably practicable or appropriate for certain valuations to be carried out in relation to the Notes without the exercise of the discretion. Furthermore, such events and circumstances may not be reflected in the pricing of the Notes and/or any arrangements entered into by the Issuer and/or any of its Affiliates to hedge obligations under Notes and, accordingly, without such discretion to adjust the terms of the Notes the Issuer may not have been able to issue the Notes on the terms applicable on the Issue Date or at all.

Potential conflicts of interest between the investor and the determination agent

As Determination Agent for Notes linked to one or more shares, indices, ETFs, funds and/or futures contracts, MSIP (who can also act as Issuer) or an Affiliate will determine the payment(s) on the Notes. MSIP and other Affiliates may also carry out hedging activities related to any Notes linked to one or more shares, indices, ETFs, funds and/or futures contracts, including trading in the underlying shares, indices, ETFs, funds and/or futures contracts, as well as in other instruments related to the underlying shares, indices, ETFs, funds and/or futures contracts. MSIP and some of Morgan Stanley's other subsidiaries may also trade the applicable underlying shares, indices, ETFs, funds and/or futures contracts and other financial instruments related to the underlying shares, indices, ETFs, funds and/or futures contracts on a regular basis as part of their general broker-dealer and other businesses. Any of these activities could influence the Determination Agent's determination of adjustments made to any Notes linked to one or more shares, indices, ETFs, funds and/or futures contracts and any such trading activity could potentially affect the price, level or value of the underlying shares, indices, ETFs, funds and/or futures contracts and, accordingly, could affect the value and payments on the Notes.

CONSENT TO THE USE OF THE BASE PROSPECTUS

In the context of any offer of Notes that is not made within an exemption from the requirement to publish a prospectus under the Prospectus Regulation (a **Non-exempt Offer**), in relation to any person (an **Investor**) to whom an offer of any Notes is made by any financial intermediary to whom the Responsible Persons (as defined below) have given their consent to use this Base Prospectus (an **Authorised Offeror**), where the offer is made during the period for which that consent is given and where the offer is made in the Member State for which that consent was given and is in compliance with all other conditions attached to the giving of the consent, all as mentioned in this Base Prospectus, each of Morgan Stanley, MSIP, MSBV, MSFL and MSESE (together the **Responsible Persons**) accepts responsibility in each such Member State for the content of this Base Prospectus also with respect to the subsequent resale or final placement of the Notes by any Authorised Offeror which was given consent to use the Base Prospectus. However, neither any Responsible Person nor any Distribution Agent has any responsibility for any of the actions of any Authorised Offeror, including compliance by an Authorised Offeror with applicable conduct of business rules or other local regulatory requirements or other securities law requirements in relation to such offer.

The Issuers and the Guarantor consent to the use of this Base Prospectus in connection with a Non-exempt Offer during the Offer Period specified in the relevant Final Terms (the **Offer Period**) either:

(1) by any Authorised Offeror which is authorised to make such offers under the Markets in Financial Instruments Directive (Directive 2014/65/EU) of the European Parliament and of the Council on markets in financial instruments, as amended (**MiFID II**) and which satisfies the conditions (if any) specified in the relevant Final Terms in one or more of the following Member State(s), as specified in the relevant Final Terms: (i) France and/or (ii) Luxembourg; or

(2) by any Authorised Offeror specified in the relevant Final Terms, subject to the relevant conditions specified in the relevant Final Terms, for so long as they are authorised to make such offers under MiFID II and in one or more of the following Member State(s), as specified in the relevant Final Terms: (i) France, and/or (ii) Luxembourg.

The Issuers and, if applicable, the Guarantor, may give consent to additional financial intermediaries after the date of the relevant Final Terms and, if they do so, the Issuers and, if applicable, the Guarantor, will publish the above information in relation to them on http://sp.morganstanley.com/EU/Documents.

Subject to the conditions specified in the relevant Final Terms, the consent referred to above relates to Offer Periods occurring within 12 months from the date of this Base Prospectus.

Any Authorised Offeror who wishes to use this Base Prospectus in connection with a Non-exempt Offer as set out in (1) above is required, for the duration of the relevant Offer Period, to publish on its website that it is using this Base Prospectus for such Non-exempt Offer in accordance with the consent of the Issuer and the conditions attached thereto.

To the extent specified in the relevant Final Terms, a Non-exempt Offer may be made during the relevant Offer Period by any of the Issuers, the Guarantor, the Distribution Agent or, subject to any restrictions on the consent, any relevant Authorised Offeror in any relevant Member State and subject to any relevant conditions, in each case all as specified in the relevant Final Terms.

Unless otherwise specified, neither the Issuers nor the Guarantor nor the Distribution Agent has authorised the making of any Non-exempt Offer of any Notes by any person in any circumstances and such person is not permitted to use this Base Prospectus in connection with its offer of any Notes. Any such Non-exempt Offers are not made by or on behalf of the Issuers, the Guarantor, the Distribution Agent or any Authorised Offeror and none of the Issuers, the Guarantor, the Distribution Agent or any Authorised Offeror has any responsibility or liability for the actions of any person making such offers.

An Investor intending to acquire or acquiring any Notes from an Authorised Offeror will do so, and offers and sales of the Notes to an Investor by an Authorised Offeror will be made, in accordance with any terms and other arrangements in place between such Authorised Offeror and such Investor including as to price, allocation, settlement arrangements and any expenses or taxes to be charged to the Investor (the **Terms and Conditions of the Non-exempt Offer**). Neither the Issuers nor the Guarantor will be a party to any such arrangements with Investors (other than the Distribution Agent) in connection with the offer or sale of the Notes and, accordingly, this Base Prospectus does not and any applicable Final Terms will not contain such information. The Terms and Conditions of the Non-exempt Offer shall be provided to Investors by that Authorised Offeror at the relevant time. None of the Issuers, the Guarantor, the Distribution Agent or other Authorised Offerors has any responsibility or liability for such information.

In the event of a Non-exempt Offer being made by an Authorised Offeror, the Terms and Conditions of the Non-exempt Offer shall be provided to Investors by that Authorised Offeror at the time the offer is made. None of the Issuers, the Guarantor, the Distribution Agent or other Authorised Offerors has any responsibility or liability for such information.

In the case of any Tranche of Notes which are being (a) offered to the public in a Member State (other than pursuant to one or more of the exemptions set out in Article 1(4) of the Prospectus Regulation) and/or (b) admitted to trading on a regulated market in a Member State, the relevant Final Terms shall not amend or replace any information in this Base Prospectus. Subject to this, to the extent permitted by applicable law and/or regulation, the Final Terms in respect of any Tranche of Notes may supplement any information in this Base Prospectus.

ONGOING NON-EXEMPT OFFERS

The series of Notes listed below are the subject of an ongoing Non-Exempt Offer as at the date of this Base Prospectus.

This Base Prospectus is applicable for the purposes of the ongoing Non-Exempt Offers listed below, and the information relating to the Issuer and the Guarantor, as the case may be, contained in such Base Prospectus will continue to be updated by supplement(s) until the end of its validity period (being 19 June 2027).

In accordance with Article 8.11 of the Prospectus Regulation, the final terms relating to the ongoing Non-Exempt Offers listed below shall be available on a dedicated page of the website of the Issuers: https://sp.morganstanley.com/EU/Documents/FinalTerms.

In accordance with Article 8.11 of the Prospectus Regulation, investors who have already agreed to purchase or subscribe for the Notes during the validity period of the base prospectus dated 19 June 2026 and approved by the CSSF on 19 June 2026 have a right of withdrawal, unless the Notes have already been delivered to them. Such right is exercisable within three working days after the publication of this Base Prospectus (i.e until 19 June 2026, 5 p.m. (Paris time)). Investors that wish to exercise the right of withdrawal may contact the Authorised Offeror(s) of the relevant ongoing Non-Exempt Offers.

Series Number	Date of the Final Terms	ISIN Code	Issuer	Issue Date	Maturity Date	Regulated Market	Non-Exempt Offer Jurisdiction(s)	Start Date	End Date	Place of publication of the Final Terms
F06230	17/06/2026	FRIP00002LZ1	MSIP	19/06/2026	06/11/2031	Luxembourg	France	19/06/2026	30/10/2026	Luxembourg
F06215	10/06/2026	FRIP00002LK3	MSIP	12/06/2026	05/08/2036	Luxembourg	France	12/06/2026	29/07/2026	Luxembourg
F06158	05/06/2026	FRIP00002JV4	MSIP	05/06/2026	22/10/2032	Luxembourg	France	05/06/2026	15/10/2026	Luxembourg
F06259	18/06/2026	FRIP00002MS4	MSIP	18/06/2026	07/08/2031	Luxembourg	France	18/06/2026	31/07/2026	Luxembourg
F06193	04/06/2026	FRIP00002KW0	MSIP	04/06/2026	17/07/2031	Luxembourg	France	04/06/2026	13/07/2026	Luxembourg
F06198	04/06/2026	FRIP00002L29	MSIP	04/06/2026	24/07/2031	Luxembourg	France	04/06/2026	17/07/2026	Luxembourg
F10015FID	11/02/2026	FRIP000025A6	MSIP	13/02/2026	30/06/2038	Luxembourg	France	13/02/2026	30/06/2026	Luxembourg
F10014FID	12/02/2026	FRIP000024W3	MSIP	12/02/2026	30/07/2038	Luxembourg	France	12/02/2026	30/07/2026	Luxembourg
F10012FID	04/02/2026	FRIP000022G0	MSIP	04/02/2026	02/10/2038	Luxembourg	France	04/02/2026	02/10/2026	Luxembourg

DOCUMENTS INCORPORATED BY REFERENCE

This Base Prospectus should be read and construed in conjunction with the following documents (see hyperlinks in blue below), which have been previously published or are published simultaneously with this Base Prospectus and that have been filed with the CSSF for the purpose of the Prospectus Regulation, and shall be incorporated in, and form part of, this Base Prospectus:

(a) the Registration Document of Morgan Stanley, Morgan Stanley & Co. International plc, Morgan Stanley B.V., Morgan Stanley Finance LLC and Morgan Stanley Europe SE approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg dated 14 November 2025 (the **2025 Registration Document**);

sp.morganstanley.com/download/prospectus/afe6f6cc-6b47-44a2-ac92-dfc8ad86d2d1/

(b) the first supplement to the 2025 Registration Document approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg dated as of 21 January 2026 (the **First Supplement to the 2025 Registration Document**);
sp.morganstanley.com/download/prospectus/9d806014-e62a-42be-9f44-1ba394f22114/

(c) the second supplement to the 2025 Registration Document approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg dated as of 26 February 2026 (the **Second Supplement to the 2025 Registration Document**);

sp.morganstanley.com/download/prospectus/3c7d91bf-44ce-43c4-8074-1488163ea207/

(d) the third supplement to the 2025 Registration Document approved by the *Commission Surveillance du Secteur Financier* of Luxembourg dated as of 30 April 2026 (the **Third Supplement to the 2025 Registration Document**);
https://sp.morganstanley.com/download/prospectus/4a8c10a5-f07e-46c2-aa13-5276653be459/

(e) the fourth supplement to the 2025 Registration Document in the English language approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg dated as of 21 May 2026 (the **Fourth Supplement to the 2025 Registration Document**);

https://sp.morganstanley.com/download/prospectus/f1ede2c1-e5b9-4f90-aa19-17dc2fd77201/

(f) the annual audited consolidated financial statements of Morgan Stanley for the financial years ended 31 December 2024 and 31 December 2025, the respective financial statements and auditors' reports thereon, being available as part of the Morgan Stanley Annual Report on Form 10-K for the year ended 31 December 2025 (**2025 Morgan Stanley Annual Report**);

sp.morganstanley.com/download/prospectus/1d80cae3-e702-4036-b3f7-7a2eb02a0910/

(g) the Proxy Statement regarding Morgan Stanley dated 2 April 2026 (**2026 Morgan Stanley Proxy Statement**);

sp.morganstanley.com/download/prospectus/3ad60c8c-e65e-488c-8c2a-e407fcb52308/

(h) the Current Report on 8-K Form of Morgan Stanley dated 15 April 2026, which includes the earnings press release of Morgan Stanley for the quarter ended 31 March 2026, as filed with the United States Securities and Exchange Commission (the **Morgan Stanley April 2026 Form 8-K**);

sp.morganstanley.com/download/prospectus/b9b07214-6f15-44ea-8d60-2a78ce7b455a/

(i) the Morgan Stanley Quarterly Report on Form 10-Q dated 5 May 2026 for the quarterly period ended 31 March 2026 (**Morgan Stanley's First Quarterly Report for 2026**); https://sp.morganstanley.com/download/prospectus/f6a87d68-07b0-4113-ae75-66f98b11381d/

(j) the audited financial statements of MSIP for the financial year ended 31 December 2025 and the auditor's reports thereon, being available as part of the annual report for MSIP for 2025 (the **2025 MSIP Annual Report**); https://sp.morganstanley.com/download/prospectus/51046e35-e8c3-4537-88ae-cca6e44444e6/

(k) the audited financial statements of MSIP for the financial year ended 31 December 2024 and the auditor's reports thereon, being available as part of the annual report for MSIP for 2024 (the **2024 MSIP Annual Report**) ;

https://sp.morganstanley.com/download/prospectus/843b1977-0ab2-401b-b274-f2146bac0188/

(l) the audited financial statements of MSBV for the financial year ended 31 December 2025 and the auditor's reports thereon, being available as part of the annual report for MSBV for 2025 (the **2025 MSBV Annual Report**) ;

https://sp.morganstanley.com/download/prospectus/70c95383-dd7d-478c-8b97-4fe6eaa82dc5/

(m) the audited annual financial statements of MSBV for the financial year ended 31 December 2024, and the auditors' report thereon, being available as part of the MSBV Annual Report for 2024 (**2024 MSBV Annual Report**);

(n) the audited annual financial statements of MSFL for the period ended 31 December 2025 in the English language (the **2025 MSFL Annual Report**); https://sp.morganstanley.com/download/prospectus/563647be-8b39-4c9c-bcca-5a2d156c6db1/

(o) the audited annual financial statements of MSESE for the financial year ended 31 December 2025, and the auditors' report thereon, being available as part of the MSESE Annual Report for 2025 (**2025 MSESE Annual Report**); https://www.morganstanley.com/content/dam/msdotcom/en/about-us-ir/pdf/MSESE_Annual_Report_2025.pdf

(p) the audited annual financial statements of MSESE for the financial year ended 31 December 2024, and the auditors' report thereon, being available as part of the MSESE Annual Report for 2024 (**2024 MSESE Annual Report**); https://sp.morganstanley.com/eu/download/prospectus/17fde63f-a63d-4321-866e-784b75963dd9

(q) the "Terms and Conditions" which are included in pages 76 to 260 of the base prospectus dated 12 January 2017 filed with the AMF under number 17-014 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=098351a2-80aa-4b47-93cd-acf94403b8bf, as amended by the supplement dated 7 November 2017 filed with the AMF under number 17-576 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=5ccb3bb4-4a3d-4703-85f6-1dc9e30f7ff4 (the **2017 Terms and Conditions**), the "Terms and Conditions" which are included in pages 84 to 274 of the base prospectus dated 7 December 2017 filed with the AMF under number 17-627 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=e5bb59ac-f635-43d3-8011-847c10e6b9ff (the **December 2017 Terms and Conditions**), the "Terms and

Conditions" which are included in pages 90 to 343 of the base prospectus dated 7 December 2018 filed with the AMF under number 18-554 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=dd56c22a-a6fc-42fd-846f-1a96e25ad582 (the **2018 Terms and Conditions**), the "Terms and Conditions" which are included in pages 95 to 319 of the base prospectus dated 18 July 2019 filed with the AMF under number 19-381 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=429c44a6-8de0-4421-8c4a-aaa314653fa3 (the **2019 Terms and Conditions**), the "Terms and Conditions" which are included in pages 95 to 353 of the base prospectus dated 17 July 2020 filed with the AMF under number 20-363 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=bf9d6df9-352e-44b6-aa79-1b95bda05f84 (the **2020 Terms and Conditions**), the "Terms and Conditions" which are included in pages 72 to 351 of the base prospectus dated 12 July 2021 approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg on 12 July 2021 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=3aaeab53-4e48-4ae7-8a58-73ce317e014d, as supplemented, as the case may be, by page 4 of the supplement dated 6 April 2022 approved by the CSSF on 6 April 2022 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=a6dfe063-24ca-4722-905c-8416d918a7e3, by page 11 of the supplement dated 20 May 2022 approved by the CSSF on 20 May 2022 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=b4e43faa-53ff-4408-9ab4-8318645f2648 and by pages 4 to 7 of the supplement dated 30 May 2022 approved by the CSSF on 30 May 2022 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=25c5c2a6-a4c2-4c28-90ff-a4bd679233b5 (the **2021 Terms and Conditions**), the "Terms and Conditions" which are included in pages 80 to 353 of the base prospectus dated 24 June 2022 approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg on 24 June 2022 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=5bf3945f-7bdd-4757-9dc3-cf9a1e0534e0, as supplemented, as the case may be, by pages 4 and 5 of the supplement dated 21 December 2022 approved by the CSSF on 21 December 2022 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=a59b4344-b099-47a3-9eac-5acc576ec60c and by pages 4 to 14 of the supplement dated 28 March 2023 approved by the CSSF on 28 March 2023 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=742ca88f-84aa-49f6-9ef3-f22fc849d858 (the **2022 Terms and Conditions**), the "Terms and Conditions" which are included in pages 83 to 381 of the base prospectus dated 22 June 2023 approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg on 22 June 2023 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=dfc5a860-80cf-4771-a6f5-bc47414987a8 as supplemented, as the case may be, by pages 4 to 6 of the supplement dated 18 January 2024 approved by the CSSF on 18 January 2024 https://sp.morganstanley.com/EU/Download/GeneralDocument?documentID=15f6f66b-0281-409e-9aaa-6c55def2207e and by pages 6 to 8 of the supplement dated 13 June 2024 approved by the CSSF on 13 June 2024 (https://sp.morganstanley.com/eu/download/v2/en-gb/prospectus/fc8982e8-efe4-452e-9b32-a423495af864) (the **2023 Terms and Conditions)**, the "Terms and Conditions" which are included in pages 85 to 434 of the base prospectus dated 20 June 2024 approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg on 20 June 2024 (https://sp.morganstanley.com/eu/download/prospectus/694b5f66-ed1c-4f97-a1de-effb75b87929), as supplemented, as the case may be, by page 5 of the supplement dated 11 March 2025 approved by the CSSF on 11 March 2025 (https://sp.morganstanley.com/eu/download/prospectus/863daf74-0e3b-4f28-8f26-c5bb8ec87cc5) (the **2024 Terms and Conditions**), the "Terms and Conditions" which are included in pages 94 to 415 of the base prospectus dated 20 June 2025 approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg on 20 June 2025 (sp.morganstanley.com/download/prospectus/b15f4dc2-46a8-4553-aaaa-7abd442aecd4/), as

supplemented, as the case may be, by page 9 of the supplement dated 13 August 2025 approved by the CSSF on 13 August 2025 (sp.morganstanley.com/download/prospectus/c02c6980-1825-42a8-a139-fb9c8e6ced33/) and by pages 9 to 21 of the supplement dated 18 February 2026 approved by the CSSF on 18 February 2026 (sp.morganstanley.com/download/prospectus/c02c6980-1825-42a8-a139-fb9c8e6ced33/) (the **2025 Terms and Conditions** and together with the 2017 Terms and Conditions, the December 2017 Terms and Conditions, the 2018 Terms and Conditions, the 2019 Terms and Conditions, the 2020 Terms and Conditions, the 2021 Terms and Conditions, the 2022 Terms and Conditions, the 2023 Terms and Conditions, the 2024 Terms and Conditions and the **Previous Terms and Conditions**); and

(r) the pro-forma final terms included in pages 418 to 633 of the base prospectus dated 20 June 2025 approved by the *Commission de Surveillance du Secteur Financier* of Luxembourg on 20 June 2025 (sp.morganstanley.com/download/prospectus/b15f4dc2-46a8-4553-aaaa-7abd442aecd4/) as supplemented, as the case may be, by page 9 of the supplement dated 23 January 2026 approved by the CSSF on 23 January 2026 (sp.morganstanley.com/download/prospectus/4afda6f1-9d04-4f75-8e9b-3082d16310d8/) and by pages 22 to 33 of the supplement dated 18 February 2026 approved by the CSSF on 18 February 2026 (sp.morganstanley.com/download/prospectus/6f044f92-c42a-4d9a-998c-9172d1d7ebb5/).

It is also specified that save that any statement contained herein or in a document which is incorporated by reference herein shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that such statement is inconsistent with a statement contained in this Base Prospectus. In particular, the introductory paragraph of the pro forma final terms referred to in paragraph (r) above is no longer valid and the introductory paragraph of the Pro Forma Final Terms set out in this Base Prospectus must be used.

The documents set out in paragraphs (a) to (p) above are drafted in English language and the documents in paragraphs (q) and (r) above are drafted in French language.

The Previous Terms and Conditions are incorporated by reference in this Base Prospectus for the purpose only of further issues of Notes to be assimilated and form a single series with Notes already issued pursuant to the Previous Terms and Conditions.

The information incorporated by reference above is available as follows:

INCORPORATION BY REFERENCE TABLE

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Any document and/or information which is not contained in the cross-reference tables above and documents and/or information identified in the cross-reference table below and these documents and/or information are not incorporated by reference in this Base Prospectus.

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2025 Registration Document	Information Incorporated by Reference

	Availability of the Documents
First Supplement to the 2025 Registration Document	Part A - Incorporation by Reference
Second Supplement to the 2025 Registration Document	Part A –Incorporation by Reference
Third Supplement to the 2025 Registration Document	Part A – Incorporation by reference Part B – Amendments to the "Information incorporated by reference" section
Fourth Supplement to the 2025 Registration Document	Part A – Incorporation by reference Part B – Amendments to the "Information incorporated by reference" section
2025 Morgan Stanley Annual Report	(1) Risk Factors (2) Report of Independent Registered Public Accounting Firm (3) Disclosure regarding foreign jurisdictions that prevent inspections
Morgan Stanley's First Quarterly Report for 2026	(1) Risk Factors (2) Exhibits
2026 Morgan Stanley Proxy Statement	Notice of 2026 Annual Meeting of Shareholders
2025 MSIP Annual Report	Strategic report Directors' Report
2024 MSIP Annual Report	Strategic report Corporate Governance Directors' Report
2025 MSBV Annual Report	Directors' Report
2024 MSBV Annual Report	Directors' Report
2025 MSFL Annual Report	Directors' Report
2024 MSESE Annual Report	Strategic Report Corporate Governance Directors' Report

For the avoidance of doubt, the information requested to be disclosed by the Issuer as a result of Annex 6 of the Commission Delegated Regulation (EU) 2019/980 and not referred to in the cross-reference tables above is contained in the relevant sections of this Base Prospectus.

Any statement contained in this Base Prospectus or any documents incorporated by reference herein, shall be deemed to be modified or superseded for the purpose of this Base Prospectus to the extent that a statement contained in any document subsequently incorporated by reference and in respect of which a supplement to this Base Prospectus is prepared modifies or supersedes such statement.

The information about Morgan Stanley, MSIP, MSBV, MSFL and MSESE incorporated by reference in this Base Prospectus (the **Incorporated Information**) is considered to be part of this Base Prospectus. Following the publication of this Base Prospectus, a supplement may be prepared by the Issuer and approved by the CSSF in accordance with Article 23 of the Prospectus Regulation and Article 18 of Commission Delegated Regulation (EU) 2019/979, as amended. 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 Base Prospectus or in a document which is incorporated by reference in this Base Prospectus. Any statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this Base Prospectus.

Any information or documents incorporated by reference into the documents listed above do not form part of this Base Prospectus.

For the purposes of Article 19.1 of the Prospectus Regulation, all unincorporated parts of a document referred to are either considered irrelevant to an investor or covered elsewhere in this Base Prospectus.

Copies of the documents containing the sections incorporated by reference in this Base Prospectus can be obtained on the website http://sp.morganstanley.com/EU/Documents. This Base Prospectus and any supplement thereto will be published on the websites of (a) the Luxembourg Stock Exchange (www.luxse.com) and (b) the Issuers (http://sp.morganstanley.com/EU/Documents). The Final Terms related to Notes admitted to trading on the regulated market of the Luxembourg Stock Exchange will be published on the websites of (a) the Luxembourg Stock Exchange (www.luxse.com) and (b) Morgan Stanley (http://sp.morganstanley.com/EU/Documents). If the Notes are listed and admitted to trading on a Regulated Market other than the regulated market of the Luxembourg Stock Exchange, the relevant Final Terms will provide whether additional methods of publication are required and what they consist of.

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes to be issued under French law that, subject to completion in accordance with the provisions of the applicable Final Terms, shall be applicable to the Notes. In the case of any Tranche of Notes which are being (a) offered to the public in a Member State (other than pursuant to one or more of the exemptions set out in Article 1.4 of the Prospectus Regulation) or (b) admitted to trading on a regulated market in a Member State, the relevant Final Terms shall not amend or replace any information in this Base Prospectus. All capitalised terms that are not defined in these Terms and Conditions will have the meanings given to them in the applicable Final Terms. References in the Terms and Conditions to "the Notes" are to the Notes of one Series only, not to all Notes under the Programme.

PART 1 – GENERAL TERMS AND CONDITIONS

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1. INTRODUCTION

1.1 *Programme*: Morgan Stanley (**Morgan Stanley**), Morgan Stanley & Co. International plc (**MSIP**), Morgan Stanley B.V. (**MSBV**), Morgan Stanley Finance LLC (**MSFL**) and Morgan Stanley Europe SE (**MSESE**) have established a Programme (the **Programme**) for the issuance of notes which are expressed to be governed by French law (the **Notes**). References to the **Issuer** in these terms and conditions shall mean (i) if the Notes to which these terms and conditions apply are issued by Morgan Stanley, Morgan Stanley; (ii) if the Notes to which these terms and conditions apply are issued by MSIP, MSIP, (iii) if the Notes to which these terms and conditions apply are issued by MSBV, MSBV, (iv) if the Notes to which these terms and conditions apply are issued by MSFL, MSFL and (v) if the Notes to which these terms and conditions apply are issued by MSESE, MSESE. The payment obligations of MSBV in respect of Notes issued by MSBV and the payment obligations of MSFL in respect of Notes issued by MSFL under the Programme are guaranteed by Morgan Stanley (in its capacity as Guarantor (the **Guarantor**) under the terms of a guarantee dated as of 20 June 2025 (the **Guarantee**).

1.2 *Final Terms*: Notes issued under the Programme are issued in series (each a **Series**) and each Series may comprise one or more tranches (each a **Tranche**) of Notes. Each Tranche is the subject of a set of Final Terms (each, a **Final Terms**) which complete these terms and conditions (the **Conditions**) and specify, among other matters, the additional terms and conditions set out in Part 2 (*Additional Terms and Conditions*) below (the **Additional Terms and Conditions**), if any, applicable in relation to such Series. The terms and conditions applicable to any particular Tranche of Notes are these Conditions (including the applicable provisions of the Additional Terms and Conditions) as completed by the applicable Final Terms.

1.3 *Agency Agreement*: The Notes are the subject of an agency agreement dated on or about 19 June 2026 (the **Agency Agreement**) between Morgan Stanley, MSIP, MSBV, MSFL, MSESE, Citibank N.A. London Branch as principal paying agent (the Principal Paying Agent) and fiscal agent (the **Fiscal Agent**, which expression includes any successor fiscal agent appointed from time to time in connection with the Notes) and Citibank Europe plc as Paris Paying Agent (together with the Principal Paying Agent, the **Paying Agents**, which expression includes any successor or additional paying agents appointed from time to time in connection with the Notes). The Fiscal Agent is also appointed as initial calculation agent. In these Conditions references to the **Agents** are to the Paying Agents and any reference to an **Agent** is to any one of them.

1.4 *The Notes*: All subsequent references in these Conditions to "Notes" are to the Notes which are the subject of the applicable Final Terms. Copies of the applicable Final Terms are available for inspection by Noteholders during normal business hours at the Specified Office of the Fiscal Agent, the initial Specified Office of which is set out below.

1.5 *Summaries*: Certain provisions of these Conditions are summaries of the Agency Agreement and the Guarantee and are subject to their detailed provisions. The holders of the Notes (the **Noteholders**) are bound by, and are deemed to have notice of, all the provisions of the Guarantee as are applicable to them. The Guarantee is reproduced in full in the section "*Form of Guarantee of Morgan Stanley*" of this Base Prospectus. Copies of the Agency Agreement and the Guarantee are available for inspection by Noteholders during normal business hours at the Specified Office of the Fiscal Agent. In the event of a contradiction between the provisions of the Agency Agreement applicable to Noteholders, as the case may be, and the summary included in the Base Prospectus, the provisions of the Base Prospectus shall prevail.

2. INTERPRETATION

2.1 *Definitions*: In these Conditions the following expressions have the following meanings:

Accrual Yield means the rate specified as such in the applicable Final Terms;

Additional Business Centre(s) means the city or cities specified as such in the applicable Final Terms;

Administrator/Benchmark Event means, in respect of any Notes, delivery of a notice by the Determination Agent to the Issuer and the Fiscal Agent specifying that:

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

(ii) any relevant competent authority or other relevant official body issues a public notice with respect to the Relevant Benchmark pursuant to the EU Benchmark Regulation (Regulation (EU) 2016/1011), as amended from time to time,

provided that if in the determination of the Determination Agent any event may be an Administrator/Benchmark Event pursuant to both paragraph (i) and paragraph (ii) above, the applicable Administrator/Benchmark Event for the purposes of the Notes shall occur pursuant to whichever paragraph the Determination Agent determines is first satisfied.

For the avoidance of doubt, Administrator/Benchmark Event shall not apply where the Relevant Rates Benchmark is SOFR (see Condition 6.7 (*Provisions specific to SOFR as Reference Rate)* below);

Administrator/Benchmark Event Date means, in respect of any Notes and an Administrator/Benchmark Event, the date on which:

(i) the authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register is (as applicable):

(A) required under any applicable law or regulation; or

(B) rejected, refused, suspended or withdrawn, if the applicable law or regulation provides that the Relevant Benchmark is not permitted to be used under the Notes following rejection, refusal, suspension or withdrawal; or

(ii) the public notice is issued

or, in each case, if such date occurs before the Issue Date, the Issue Date;

Alternative Pre-nominated Index means, in respect of a Relevant Benchmark, the first of the indices, benchmarks or other price sources specified in the applicable Final Terms as an "Alternative Pre-nominated Index" that is not subject to an Administrator/Benchmark Event or (in the case of Index-Linked Notes) an Index Cancellation or an Administrator/Benchmark Event;

Benchmark means, if SOFR is specified in the relevant Final Terms as the Reference Rate, the Secured Overnight Financing Rate with the applicable period of maturity (which shall be daily); provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to the Secured Overnight Financing Rate with the applicable period of maturity (which shall be daily), or the then-current Benchmark, then "Benchmark" means the applicable Benchmark Replacement;

Benchmark Replacement means:

(i) if SOFR is not specified in the relevant Final Terms as the Reference Rate, the Interpolated Benchmark with respect to the then-current Benchmark, plus the Benchmark Replacement Adjustment for such Benchmark; provided that if the Calculation Agent cannot determine the Interpolated Benchmark as of the Benchmark Replacement Date, then "Benchmark Replacement" means the first alternative set forth in the order below that can be determined by the Calculation Agent as of the Benchmark Replacement Date:

(a) the sum of: (i) Fallback Term SOFR and (ii) the Benchmark Replacement Adjustment;

(b) the sum of: (i) Fallback Compounded SOFR and (ii) the Benchmark Replacement Adjustment;

(c) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (ii) the Benchmark Replacement Adjustment;

(d) the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment;

(e) the sum of: (i) the alternate rate of interest that has been selected by the Calculation Agent as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (ii) the Benchmark Replacement Adjustment; or

(ii) if SOFR is specified in the relevant Final Terms as the Reference Rate, the first alternative set forth in the order below that can be determined by the Calculation Agent as of the Benchmark Replacement Date:

(a) the sum of: (i) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark for the applicable Corresponding Tenor and (ii) the Benchmark Replacement Adjustment;

(b) the sum of: (i) the ISDA Fallback Rate and (ii) the Benchmark Replacement Adjustment;

(c) the sum of: (i) the alternate rate of interest that has been selected by the Calculation Agent as the replacement for the then-current Benchmark for the applicable Corresponding Tenor giving due consideration to any industry-accepted rate of interest as a replacement for the then-current Benchmark for U.S. dollar-denominated floating rate notes at such time and (ii) the Benchmark Replacement Adjustment;

Benchmark Replacement Adjustment means the first alternative set forth in the order below that can be determined by the Calculation Agent as of the Benchmark Replacement Date:

(a) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;

(b) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, then the ISDA Fallback Adjustment;

(c) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Calculation Agent giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

Benchmark Replacement Conforming Changes means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definition of "Interest Period", timing and frequency of determining rates and making payments of interest, changes to the definition of "Corresponding Tenor" solely when such tenor is longer than the Interest Period, and other administrative matters) that the Calculation Agent decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Calculation Agent decides that adoption of any portion of such market practice is not administratively feasible or if the Calculation Agent determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Calculation Agent determines is reasonably necessary);

Benchmark Replacement Date means the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of limb (a) or (b) of the definition of "Benchmark Transition Event", the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark; or

(b) in the case of limb (c) of the definition of "Benchmark Transition Event", the date of the public statement or publication of information referenced therein;

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

Benchmark Transition Event means the occurrence of one or more of the following events with respect to the then-current Benchmark:

(a) a public statement or publication of information by or on behalf of the administrator of the Benchmark announcing that such administrator has ceased or will cease to provide the Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark;

(b) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark, the central bank for the currency of the Benchmark, an insolvency official with jurisdiction over the administrator for the Benchmark, a resolution authority with jurisdiction over the administrator for the Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark has ceased or will cease to provide the Benchmark permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark; or

(c) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

Business Day means any day, other than a Saturday or Sunday,

that is neither a legal holiday nor a day on which banking institutions are authorised or required by law or regulation to close (a) for Notes denominated in U.S. Dollars, in The City of New York or (b) for Notes denominated in Sterling, in London, or (c) for Notes denominated in a Specified Currency other than euro, U.S. Dollars or Australian Dollars, in the principal financial centre of the country of the Specified Currency, or (d) for Notes denominated in Australian Dollars, in Sydney, and in each (if any) Additional Business Centre.

for Notes denominated in euro, that is also a T2 Settlement Day and a day that is neither a legal holiday nor a day on which banking institutions are authorised or required by law or regulation to close in each (if any) Additional Business Centre;

Business Day Convention, in relation to any particular date, means one of Following Business Day Convention, Modified Following Business Day Convention (or Modified Business Day Convention), Preceding Business Day Convention, FRN Convention (or Floating Rate Convention or Eurodollar Convention) or No Adjustment (or Unadjusted), as specified in the applicable Final Terms. In this context, the following expressions shall have the following meanings:

Following Business Day Convention means that the relevant date shall be postponed to the first following day that is a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable);

Modified Following Business Day Convention or **Modified Business Day Convention** means that the relevant date shall be postponed to the first following day that is a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable), unless that day falls in the next calendar month in which case that date will be the first preceding day that is a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable);

Preceding Business Day Convention means that the relevant date shall be brought forward to the first preceding day that is a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable);

FRN Convention, **Floating Rate Convention** or **Eurodollar Convention** means that each relevant date shall be the date which numerically corresponds to the preceding such date in the calendar month which is the number of months specified in the applicable Final Terms as the Specified Period after the calendar month in which the preceding such date occurred **provided**, **however**, **that**:

(a) if there is no such numerically corresponding day in the calendar month in which any such date should occur, then such date will be the last day which is a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable) in that calendar month;

(b) if any such date would otherwise fall on a day which is not a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable), then such date will be the first following day which is a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable), 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 the preceding such date occurred on the last day in a calendar month which was a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable), then all subsequent such dates will be the last day which is a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable) in the calendar month which is the specified number of months after the calendar month in which the preceding such date occurred; and

No Adjustment or **Unadjusted** means that the relevant date shall not be adjusted in accordance with any Business Day Convention;

provided that if ISDA Determination, "2021 ISDA Definitions" and "Unscheduled Holidays" are applicable in the relevant Final Terms, then in the case where Modified Following Business Day Convention, Modified Business Day Convention, Preceding Business Day Convention, FRN Convention, Floating Rate Convention or Eurodollar Convention apply to a particular date and that date would otherwise fall on a day that is not a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable) as a result of an Unscheduled Holiday (as defined in the 2021 ISDA Definitions but disregarding references to Valuation Business Day and Exercise Business Day and construing references to the Confirmation to mean the applicable Final Terms) notwithstanding the provisions of (ii) to (iv) above, such day will instead fall on the first following day that is a Business Day or (in the case of Rate-Linked Notes) an Underlying Rate Business Day (as applicable);

Calculation Agent means, in respect of any Notes, the Fiscal Agent or such other Person specified in the applicable Final Terms as the party responsible for calculating the Rate(s) of Interest and Interest Amount(s), subject as otherwise provided in these Conditions (including, without limitation, as provided in Condition 6 (*Securities-Linked, Currency-Linked, Inflation-linked, Fund-Linked, Futures Contract-Linked and Rate-linked Notes Provisions~~Securities-Linked, Currency-Linked, Inflation-linked, Fund-Linked notes, Futures Contract-Linked Notes and Rate-linked Notes Provisions~~*)), and/or any other amounts which may be specified as being calculated by the Calculation Agent in these Conditions;

Calculation Amount means, in relation to any Series of Notes, the Specified Denomination;

Cash Settlement Notes means Notes specified as being Notes to which Cash Settlement applies in the applicable Final Terms or Notes specified as being Notes to which either Physical Settlement or Cash Settlement applies in the applicable Final Terms and where the conditions to the application of Cash Settlement have been satisfied;

Clearstream means Clearstream Banking, S.A.;

CMS Reference Rate means the rate determined in accordance with Condition 6.6 (*CMS Rate Determination*);

CMS Reference Rate 1 means the CMS Reference Rate specified as such in the applicable Final Terms and the terms "Relevant Swap Rate", "Reference Currency", "Designated Maturity", "Relevant Screen Page", "Relevant Time" and "Interest Determination Date" and any other relevant term will each be specified in the applicable Final Terms under the heading "CMS Reference Rate 1";

CMS Reference Rate 2 means the CMS Reference Rate specified as such in the applicable Final Terms and the terms "Relevant Swap Rate", "Reference Currency", "Designated Maturity", "Relevant Screen Page", "Relevant Time" and "Interest Determination Date" and any other relevant term will each be specified in the applicable Final Terms under the heading "CMS Reference Rate 2";

Corresponding Tenor with respect to a Benchmark Replacement means a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the then-current Benchmark;

Day Count Fraction means (subject as provided in Condition 5 (*Fixed Rate Note Provisions*)), in respect of the calculation of an amount for any period of time (the **Calculation Period**), such day count fraction as may be specified in these Conditions or the applicable Final Terms and:

if **Actual/Actual** is so specified, means the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);

if **Actual/365 (Fixed)** is so specified, means the actual number of days in the Calculation Period divided by 365;

if **Actual/360** is so specified, means the actual number of days in the Calculation Period divided by 360;

if **30/360** is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y_1 is the year, expressed as a number, in which the first day of the Calculation Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

M_2 is the calendar month, expressed as number, in which the day immediately following the last day included in the Calculation Period falls;

D_1 is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31 and D_1 is greater than 29, in which case D_2 will be 30;

if **30E/360** or **Eurobond Basis** is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y_1 is the year, expressed as a number, in which the first day of the Calculation Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

D_1 is the first calendar day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number would be 31, in which case D_2 will be 30; and

if **30E/360 (ISDA)** is so specified, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360x(Y_2 - Y_1)] + [30x(M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

Y_1 is the year, expressed as a number, in which the first day of the Calculation Period falls;

Y_2 is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

M_1 is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

M_2 is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

D_1 is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D_1 will be 30; and

D_2 is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D_2 will be 30,

provided, however, that in each such case the number of days in the Calculation Period is calculated from and including the first day of the Calculation Period to but excluding the last day of the Calculation Period;

Designated Maturity means (i) for the purposes of a determination of the CMS Reference Rate, a period of time specified as such in the applicable Final Terms corresponding to such CMS Reference Rate, and (ii) for any other purposes, a period of time specified as such in the applicable Final Terms;

Determination Agent means MSIP or, if different in relation to any Series of Notes, the Person or entity specified as such in the applicable Final Terms;

Determination Agent Fallback has the meaning given in Condition 6.6 (*CMS Rate Determination*);

Early Redemption Amount means, in the case of acceleration of the Notes under Condition 20 (*Events of Default*),

(i) in the case of Zero Coupon Notes, such amount as may be specified in the applicable Final Terms or, if applicable, determined in accordance with Condition 16.9 (*Early Redemption of Zero Coupon Notes*) and

(ii) in the case of any other Notes such amount as may be specified in the applicable Final Terms or, if no other amount is specified:

(a) if "**Par Redemption (Accrued)**" is, in relation to Condition 20 (*Events of Default*) specified as being applicable in respect of the Notes in the applicable Final Terms, the principal amount of the Notes, together with accrued interest (if any); or

(b) if "**Par Redemption (Accrued) Less Costs**" is, in relation to Condition 20 (*Events of Default*) specified as being applicable in respect of the Notes in the applicable Final Terms, the principal amount of the Notes, together with accrued interest (if any), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, as calculated by the Determination Agent in its reasonable discretion; or

(c) if "**Par Redemption (Unaccrued)**" is, in relation to Condition 20 (*Events of Default*) specified as being applicable in respect of the Notes in the applicable Final Terms, the principal amount of the Notes, without accrued interest; or

(d) if "**Par Redemption (Unaccrued) Less Costs**" is, in relation to Condition 20 (*Events of Default*) specified as being applicable in respect of the Notes in the applicable Final Terms, the principal amount of the Notes, without accrued interest, less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, as calculated by the Determination Agent in its reasonable discretion; or

(e) if "**Theoretical Value**" is, in relation to Condition 20 (*Events of Default*) specified as being applicable in respect of the Notes in the applicable Final Terms, an amount equal to the fair market value of the Notes on the day that is two Business Days prior to the date of redemption of the Notes, as determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, by reference to factors that the Determination Agent considers relevant, including without limitation, the then (a) interest rates and, (b) the value of each embedded derivative but (c) disregarding any change in the creditworthiness of the Issuer and/or the Guarantor since the initial Trade Date; or

(f) if "**Qualified Financial Institution Determination**" is, in relation to Condition 20 (*Events of Default*) specified as being applicable in respect of the Notes in the applicable Final Terms, an amount determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, as at such date as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 Business Days prior to the date fixed for redemption of the Notes) to be the amount that a Qualified Financial Institution would charge either to assume all of the Issuer's payment and other obligations with respect to such Notes as if no such Event of Default had occurred or to undertake obligations that would have the effect of preserving the economic equivalent of any payment by the Issuer to the Noteholder with respect to the Notes;

(g) if "**Early Redemption Amount (Events of Default) – Fair Market Value Less Costs**" is, in relation to Condition 20 (*Events of Default*) specified as being applicable

in respect of the Notes in the applicable Final Terms, an amount determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, as at such date as is selected by the Determination Agent in its reasonable discretion, to be an amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion; or

(h) if "**Early Redemption Amount (Events of Default) - Fair Market Value**" is, in relation to Condition 20 (*Events of Default*) specified as being applicable in respect of the Notes in the applicable Final Terms, an amount determined by the Determination Agent, acting in good faith and in a commercially reasonable manner to be the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

ECB means the European Central Bank (or its successor);

ECB €STR Guideline means Guideline (EU) 2019/1265 of the ECB of 10 July 2019 on the euro short-term rate (€STR) (ECB/2019/19), as amended from time to time;

ECB's Website means the website of the ECB, currently at www.ecb.europa.eu or any successor source officially designated by the ECB;

€STR, in respect of any T2 Settlement Day, means the euro-short term rate administered by the ECB (or any successor administrator) for such T2 Settlement Day and published on the ECB's Website (or any other authorised source) as of 9:00 a.m. (Frankfurt time) or, in case a revised euro short-term rate is published as provided in Article 4 subsection 3 of the ECB €STR Guideline as of 11:00 a.m. (Frankfurt time), such revised interest rate (or any amended publication time as specified by the administrator of the euro-short term rate in the euro-short term rate benchmark methodology) and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by the administrator of €STR or such authorised distributors, in each case on the T2 Settlement Day immediately following such T2 Settlement Day;

€STR Rate Cut-Off Date means the date that is the number of T2 Settlement Days specified in the applicable Final Terms (or if none are specified, the second T2 Settlement Day) prior to the Maturity Date or the redemption date, as applicable;

Euroclear means Euroclear Bank SA./NV;

Euroclear France means Euroclear France, a subsidiary of Euroclear;

Euroclear France Account Holder means any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and includes Euroclear and the depositary bank for Clearstream;

Fallback Compounded SOFR means the compounded average of Fallback SOFRs for the applicable Corresponding Tenor, with the rate, or methodology for this rate, and conventions for this rate being established by the Calculation Agent in accordance with:

(a) the rate, or methodology for this rate, and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded Fallback SOFR; provided that:

(b) if, and to the extent that, the Calculation Agent determines that Fallback Compounded SOFR cannot be determined in accordance with clause (a) above, then the rate, or methodology for this rate, and conventions for this rate that have been selected by the Calculation Agent giving due consideration to any industry-accepted market practice for U.S. dollar-denominated floating rate notes at such time;

Fallback Rate Determination means, in respect of a CMS Reference Rate, any of the following as specified in the applicable Final Terms as an alternative basis for determining the CMS Reference Rate: (i) Fallback Screen Page, (ii) Mid-Market Quotations, and (iii) Determination Agent Fallback;

Fallback Screen Page has the meaning given in Condition 6.6 (*CMS Rate Determination*);

Fallback SOFR with respect to any day means the secured overnight financing rate published for such day by the Federal Reserve Bank of New York, as the administrator of the benchmark, (or a successor administrator) on the Federal Reserve Bank of New York's Website;

Fallback Term SOFR means the forward-looking term rate for the applicable Corresponding Tenor based on Fallback SOFR that has been selected or recommended by the Relevant Governmental Body;

Federal Reserve Bank of New York's Website means the website of the Federal Reserve Bank of New York, currently at http://www.newyorkfed.org, or any successor source;

Final Redemption Amount means, (i) in respect of Securities-Linked Redemption Notes, Currency-Linked Redemption Notes, Inflation-Linked Redemption Notes, Futures Contract-Linked Redemption Notes or Rate-Linked Redemption Notes, an amount determined in accordance with the applicable provisions of the Additional Terms and Conditions, and (ii) in respect of any other Note, its principal amount or such other amount (which may be expressed as a percentage of the Calculation Amount or an amount per Calculation Amount) as may be specified in the applicable Final Terms;

Fixed Coupon Amount means the amount, if any, specified as such in the applicable Final Terms;

Fixed Leg Day Count Basis means the Day Count Fraction specified as such in the applicable Final Terms;

Floating Leg Day Count Basis means the Day Count Fraction specified as such in the applicable Final Terms;

Floating Leg Rate Option means the Floating Rate Option (as defined in the ISDA Definitions) specified as such in the applicable Final Terms;

Floating Interest Rate means the rate or rates (expressed as a percentage per annum) of interest determined in accordance with Condition 6 (*Securities-Linked, Currency-Linked, Inflation-linked, Fund-Linked, Futures Contract-Linked and Rate-linked Notes Provisions*~~*Securities-Linked, Currency-Linked, Inflation-linked, Fund-Linked notes, Futures Contract-Linked Notes and Rate-linked Notes Provisions*~~);

Implementation of Financial Transaction Tax Event means that, on or after the Trade Date of any Notes, due to the adoption of or any change in any applicable law or regulation (including

without limitation any law or regulation implementing a system of financial transaction taxes in any jurisdiction, including the European Union relating to any tax, payable in respect of the transfer of, or issue or modification or redemption of, any financial instruments), the Issuer determines (acting in good faith and in a commercially reasonable manner) that either it or any of its Affiliates would incur or has incurred a materially increased amount of tax, transfer tax, duty, stamp duty, stamp duty reserve tax, expense or fee (other than brokerage commissions) to (A) enter into, modify or unwind the Notes or any part thereof, or perform its obligations under such Notes, including for the avoidance of doubt any obligation or exercise of any right to deliver Shares or any other asset (B) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the relevant Notes or (C) realize, recover or remit the proceeds of any such transaction(s) or asset(s), **provided that** the Issuer has determined that the nature of the adoption of or any change in law or regulation is such that it is applicable to investors generally when carrying out similar trading or hedging activities in the relevant jurisdiction.

Interest Amount means, in relation to a Note and an Interest Period, the amount of interest payable in respect of that Note for that Interest Period;

Interest Basis means, in respect of each type of Notes specified in the Conditions, the relevant provisions applicable to such type of Notes for determining or calculating the interest on such Notes as set out in the Final Terms. More than one Interest Basis may be applicable in respect of different Interest Periods and/or Interest Payment Dates in respect of any Series of Notes, as specified in the applicable Final Terms;

Interest Commencement Date means the Issue Date of the Notes or such other date as may be specified as the Interest Commencement Date in the applicable Final Terms. Where the Notes have more than one Interest Basis, an Interest Commencement Date will be specified in the applicable Final Terms in respect of each such Interest Basis;

Interest Determination Date means if the applicable Final Terms specify:

(i) **Daily Rate Determination** to be applicable, in respect of a Reference Rate for any relevant day, the Interest Determination Date shall be such relevant day;

(ii) **Periodic Rate Determination** to be applicable, in respect of a Reference Rate for any Interest Period, the Interest Determination Date shall be the date or dates, if any, specified as such in the applicable Final Terms;

(iii) SOFR, SONIA, €STR, SARON or TONA as the applicable Reference Rate, the Interest Determination Date(s) shall be the Interest Period End Date at the end of each Interest Period (or such other date or dates, if any, specified as such in the applicable Final Terms); provided that if any of SOFR Compound with Payment Delay, SONIA Compound with Payment Delay, €STR Compound with Payment Delay, SARON Compound with Payment Delay or TONA Compound with Payment Delay applies the Interest Determination Date with respect to the final Interest Period for SOFR, SONIA, €STR, SARON or TONA (as the case may be) will be the SOFR Rate Cut-Off Date, the SONIA Rate Cut-Off Date, the €STR Rate Cut-Off Date, the SARON Rate Cut-Off Date or the TONA Rate Cut-Off Date, respectively;

(iv) **provided that**,

(a) if any such date is not a Scheduled Trading Day, the relevant Interest Determination Date shall

(A) in the case of Equity-Linked Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day;

(B) in the case of Fund-Linked Notes, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Fund Business Day; or

(C) in the case of Futures Contract-Linked Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day;

(b) if any Interest Determination Date is

(A) in the case of Equity-Linked Notes, Fund-Linked Notes or Futures Contract-Linked Notes, a Disrupted Day, the provisions of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Interest Determination Date were a Reference Date; or

(B) in the case of Inflation-Linked Notes, a day on which a relevant Inflation Index is not published or otherwise, a day on which the level of a relevant Inflation Index cannot be determined in accordance with Condition 11 (*Provisions Relating to Inflation-Linked Notes*), such Interest Determination Date shall be subject to adjustment in accordance with the provisions of such Condition 11 (*Provisions Relating to Inflation-Linked Notes*);

(C) in the case of Rate-Linked Notes where the interest basis is Rate-Linked Interest as specified in the applicable Final Terms, if any such date is not an Underlying Rate Business Day, the relevant Interest Determination Date shall be the next succeeding Underlying Rate Business Day;

Interest Payment Date means

if none of SOFR Compound with Payment Delay, SONIA Compound with Payment Delay, €STR Compound with Payment Delay, SARON Compound with Payment Delay or TONA Compound with Payment Delay are specified in the relevant Final Terms as applicable and Delayed Payment is not specified in the relevant Final Terms as applicable in respect of any Overnight Floating Rate Option (as defined in the ISDA Definitions) or any Index Floating Rate Option (as defined in the ISDA Definitions), the Scheduled Interest Payment Date, if such date is specified in the Conditions or the applicable Final Terms to be subject to adjustment in accordance with a Business Day Convention:

(a) such date as adjusted in accordance with the relevant Business Day Convention; or

(b) if the Business Day Convention is the FRN Convention, Floating Rate Convention or Eurodollar Convention and an interval of a number of calendar months is specified in the applicable Final Terms as being the Specified Period, each of such dates as may occur in accordance with the FRN Convention, Floating Rate Convention or Eurodollar Convention at such Specified Period of calendar months following the Interest Commencement Date (in the case of the first Interest Payment Date) or the previous Interest Payment Date (in any other case);

provided that if the applicable Final Terms specify "Interest Specified Day(s)" to be applicable and the Relevant Determination Date is adjusted in accordance with the Conditions, the Interest Payment Date shall instead be the day falling the number of Interest Specified Day(s) after the Relevant Determination Date, and no Noteholder shall be entitled to any interest or further payment in respect of such delay; or

if:

(c) any of SOFR Compound with Payment Delay, SONIA Compound with Payment Delay, €STR Compound with Payment Delay, SARON Compound with Payment Delay or TONA Compound with Payment Delay is specified in the relevant Final Terms as applicable, or

(d) Delayed Payment is specified in the relevant Final Terms as applicable in respect of any Overnight Floating Rate Option or any Index Floating Rate Option,

the number of Business Days equal to the Interest Payment Delay following each Interest Period End Date; provided that the Interest Payment Date with respect to the final Interest Period will be the Maturity Date or other date for redemption of the relevant Notes;

Interest Payment Delay means:

(i) as specified in the applicable Final Terms, or if not so specified, (A) in respect of SOFR, two U.S. Government Securities Business Days, (B) in respect of SONIA, two London Banking Days, (C) in respect of €STR, two T2 Settlement Days, (D) in respect of SARON, two Zurich Banking Days and (E) in respect of TONA, two Tokyo Banking Days; or

(ii) in respect of any Overnight Floating Rate Option (as defined in the ISDA Definitions) or any Index Floating Rate Option (as defined in the ISDA Definitions) where Delayed Payment is specified in the relevant Final Terms as applicable, the number of Business Days specified in respect of Delayed Payment in the applicable Final Terms.

Interest Period means, subject as otherwise provided in these Conditions or the applicable Final Terms, each period beginning on (and including) the Interest Commencement Date or any Interest Period End Date and ending on (but excluding) the next Interest Period End Date, provided that if "Unadjusted" is specified in the applicable Final Terms, no adjustment will be made to the Interest Period, notwithstanding the adjustment to the relevant Interest Period End Date following the application of the relevant Business Day Convention and any other adjustment under the terms of the Notes;

Interest Period End Date means each Interest Payment Date unless specified otherwise in the relevant Final Terms;

ISDA Bespoke Fallbacks means, in respect of any Floating Rate Option (as defined in the ISDA Definitions), fallbacks other than ISDA Generic Fallbacks;

ISDA Definitions means the latest version of the 2021 ISDA Interest Rate Derivatives Definitions, including any Matrices referred to therein, as at the date of issue of the first Tranche of the Notes of the relevant Series (as specified in the applicable Final Terms) as published by the International Swaps and Derivatives Association, Inc.;

ISDA Fallback Adjustment means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark for the applicable tenor;

ISDA Fallback Rate means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

ISDA Generic Fallbacks means any fallbacks would be required to be determined in accordance with Section 8.6 (*Generic Fallback Provisions*) of the 2021 ISDA Interest Rate Derivatives Definitions;

Issue Date means the date specified as such in the applicable Final Terms;

London Banking Day or **LBD** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

Margin means the rate, if any, specified as such in the applicable Final Terms;

Margin 1 means the rate, if any, specified as such in the applicable Final Terms in connection with the Reference Rate 1;

Margin 2 means the rate, if any, specified as such in the applicable Final Terms in connection with the Reference Rate 2;

Maturity Date means the date specified as such in the applicable Final Terms;

Maximum Notice Period means the number of days specified in the applicable Final Terms;

Mid-Market Quotations means, in relation to the determination of any CMS Reference Rate, the bid and offered rates for the Specified Fixed Leg, calculated on the Fixed Leg Day Count Basis, of a fixed-for-floating Reference Currency interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Period or on any relevant day 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 the Floating Leg Day Count Basis, is equivalent to the Floating Leg Rate Option with a designated maturity determined by the Determination Agent by reference to standard market practice and/or the ISDA Definitions;

Minimum Notice Period means the number of days specified in the applicable Final Terms;

Minimum Trading Size means, where the applicable Final Terms specifies that a Minimum Trading Size is applicable in respect of the Notes, and notwithstanding anything to the contrary in these Conditions, Noteholders shall only be permitted to subscribe, acquire, transfer or trade Notes with an aggregate nominal amount equal to the minimum amount specified in the applicable Final Terms (the **Minimum Trading Size**);

Morgan Stanley Notes means all Notes issued by Morgan Stanley;

MSBV Notes means all Notes issued by MSBV;

MSESE Notes means all Notes issued by MSESE;

MSFL Notes means all Notes issued by MSFL;

MSIP Notes means all Notes issued by MSIP;

Optional Redemption Amount (Call) means, in respect of any Note, its principal amount, or, if relevant, such other amount (which may be expressed as a percentage of the Calculation Amount or an amount per Calculation Amount) as may be specified as such in the applicable Final Terms;

Optional Redemption Amount (Put) means, in respect of any Note, its principal amount, or, if relevant, such other amount (which may be expressed as a percentage of the Calculation Amount or an amount per Calculation Amount) as may be specified as such in the applicable Final Terms;

Optional Redemption Date (Call) means, in relation to any Series of Notes, the date, if any, specified as such in the applicable Final Terms;

Optional Redemption Date (Put) means, in relation to any Series of Notes, the date, if any, specified as such in the applicable Final Terms;

Participating Member State means a Member State of the European Community which adopts the euro as its lawful currency in accordance with the Treaty;

Person means any individual, company, corporation, firm, partnership, joint venture, association, organization, state or agency of a state or other entity, whether or not having separate legal personality;

Physical Settlement Notes means Notes specified as being Notes to which Physical Settlement applies, or Notes specified as being Notes to which either Physical Settlement or Cash Settlement applies in the applicable Final Terms and where the conditions to the application of Physical Settlement have been satisfied. MSFL shall not issue Physical Settlement Notes;

Principal Financial Centre means, in relation to any currency, the principal financial centre for that currency **provided**, **however**, **that**:

in relation to euro, it means the principal financial centre of such Member State of the European Communities as is selected (in the case of a payment) by the payee or (in the case of a calculation) by the Calculation Agent; and

in relation to Australian Dollars, it means Sydney and Melbourne and, in relation to New Zealand Dollars, it means Wellington and Auckland;

Publication Calendar Day means, in respect of any Reference Rate or CMS Reference Rate, any day on which the administrator is due to publish such rate pursuant to its publication calendar, as updated from time to time;

Put Option Notice means a notice which must be delivered to a Paying Agent by any Noteholder wanting to exercise a right to redeem a Note at the option of the Noteholder;

Qualified Financial Institution means a financial institution organized under the laws of any jurisdiction in the United States of America, the European Union, the United Kingdom or Japan, which, as at the date the Determination Agent selects to determine the Early Redemption Amount, has outstanding debt obligations with a stated maturity of one year or less from the date of issue of such outstanding debt obligations, and such financial institution is rated either:

A2 or higher by Standard & Poor's Global Ratings or any successor, or any other comparable rating then used by that rating agency, or

P-2 or higher by Moody's Investors Service, Inc. or any successor, or any other comparable rating then used by that rating agency,

provided that, if no Qualified Financial Institution is reasonably available, then the Determination Agent shall, in good faith and acting in a commercially reasonable manner, select a financial institution of reputable standing organized under the laws of any jurisdiction in the United States of America, the European Union, the United Kingdom or Japan as a Qualified Financial Institution;

Qualifying Treaty means an income tax treaty between a non-U.S. jurisdiction and the United States of America that provides for a zero per cent. rate of tax on "other income" earned by a resident of the non-U.S. jurisdiction from sources within the United States of America;

Rate Multiplier 1 means the Rate Multiplier, if any, as may be specified as such in the applicable Final Terms in connection with the Reference Rate 1;

Rate Multiplier 2 means the Rate Multiplier, if any, as may be specified as such in the applicable Final Terms in connection with the Reference Rate 2;

Rate of Interest means the rate or rates (expressed as a percentage per annum) of interest payable in respect of the Notes specified in applicable Final Terms and calculated or determined in accordance with the provisions of these Conditions (including such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms);

Redemption Amount means, as appropriate, the Final Redemption Amount, the Optional Redemption Amount (Call), the Optional Redemption Amount (Put), the Early Redemption Amount, Physical Delivery Amount or such other amount in the nature of a redemption amount as may be specified in the applicable Final Terms, or determined in accordance with the provisions of these Conditions (including such applicable provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms);

Redemption Expenses means, in relation to a Note or Notes, all expenses (other than in respect of Taxes) payable over or relating to the redemption of such Note or Notes;

Reference Banks means the banks specified as such in the applicable Final Terms or, if none are specified, four major banks selected by the Calculation Agent in the market that is most closely connected with the Reference Rate or such other interest rate, swap rate, index, benchmark or price source specified as a "Reference Rate" in the applicable Final Terms. Where the applicable Final Terms specifies "CMS Rate Determination" to be applicable, "Reference Rate" shall be construed to include a CMS Reference Rate. If more than one Reference Rate is specified, "Reference Rate" shall be construed to refer to each rate defined or specified as such, or determined, in respect of the relevant period or day as specified in the applicable Final Terms;

Reference Price means, in relation to any Series of Notes specified as being Zero Coupon Notes, the price expressed as a percentage specified as such in the applicable Final Terms;

Reference Rate means, in relation to Floating Rate Notes, a Floating Interest Rate which may be EURIBOR (*Euro Interbank Offered Rate*) or such other similar interbank rate as may be specified in the applicable Final Terms;

Reference Rate 1 means the Reference Rate as may be specified as such in the applicable Final Terms;

Reference Rate 2 means the Reference Rate as may be specified as such in the applicable Final Terms;

Reference Time with respect to any determination of the Benchmark the time determined by the Calculation Agent in accordance with the Benchmark Replacement Conforming Changes;

Registration Agent means a person designated as such in the applicable Final Terms;

Regulatory Event means that, at any time on or after the Trade Date, as a result of:

(i) an implementation or adoption of, or change in, any applicable law, regulation, interpretation, action or response of a regulatory authority;

(ii) the promulgation of, or any interpretation by any court, tribunal, government or regulatory authority with competent jurisdiction (a **Relevant Authority**) of, any relevant law or regulation (including any action taken by a taxing authority); or

(iii) the public or private statement or action by, or response of, any Relevant Authority or any official or representative of any Relevant Authority acting in an official capacity,

there is a reasonable likelihood of it becoming:

(A) unlawful, impossible or impracticable, for the Issuer and/or the Guarantor to maintain the Notes and/or to maintain other instruments issued under the Programme and/or to perform its obligations under the Notes; and/or

(B) necessary for the Issuer and/or the Guarantor to obtain a licence, authorisation or other approval for the continuation or maintenance of the business relating to or supporting the Notes or their hedging activities in relation to such Notes;

Relevant Benchmark means a Relevant Index Benchmark, a Relevant FX Benchmark, a Relevant Rates Benchmark or a Relevant Futures Contract Benchmark;

Relevant Clearing System means, as appropriate, Euroclear France, Euroclear, Clearstream, and/or such other relevant clearing system, as the case may be, through which interests in Notes are to be held and through an account at which the Notes are to be cleared, as specified in the applicable Final Terms;

Relevant Date means, in relation to any payment, whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in the Principal Financial Centre of the currency of payment by the Fiscal Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Noteholders;

Relevant Governmental Body means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto;

Relevant Rates Benchmark means, in respect of any Notes:

(a) each Reference Rate (or, if applicable, the index, benchmark or other price source that is referred to in the Reference Rate);

(b) each Floating Rate Option (or, if applicable, the index, benchmark or other price source that is referred to in the Floating Rate Option); or

(c) any other index, benchmark or other price source specified as a "Relevant Rates Benchmark" in the applicable Final Terms.

Relevant Financial Centre means, in relation to any Series of Notes and the applicable Reference Rate, the city specified as such in the applicable Final Terms;

Relevant Screen Page means the page, section or other part of a particular information service (including, without limitation, Reuters) specified as such in the applicable Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;

Relevant Time means, in relation to any Floating Rate Notes, the time specified as such in the applicable Final Terms;

SARON means, in respect of any Zurich Banking Day, the Swiss Average Rate Overnight rate administered by SIX Index AG (or any successor administrator) for such Zurich Banking Day as provided by the administrator of such rate to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by the administrator of SARON or such authorised distributors, in each case at or after 6.00 p.m. (Zurich time) (or any amended publication time as specified by the administrator of such rate in the benchmark methodology) (or such other publication time as specified in the applicable Final Terms) on the same Zurich Banking Day.

SARON Rate Cut-Off Date means the date that is the number of Zurich Banking Days specified in the applicable Final Terms (or if none are specified, the second Zurich Banking Day) prior to the Maturity Date or the redemption date, as applicable;

SOFR, in respect of any U.S. Government Securities Business Day, means the rate determined by the Determination Agent as:

(i) the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or a successor administrator) on the Federal Reserve Bank of New York's Website on or about 8:00 a.m. (New York time) on the U.S. Government Securities Business Day immediately following such U.S. Government Securities Business Day; or

(ii) if the Secured Overnight Financing Rate in respect of such U.S. Government Securities Business Day does not appear as specified in paragraph (1), unless both a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the Secured Overnight Financing Rate in respect of the last U.S. Government Securities Business Day for which such rate was published on the Federal Reserve Bank of New York's Website; or

(iii) if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred, the provisions of Condition 6.7(iii) will apply.

SOFR Rate Cut-Off Date means the date that is the second U.S. Government Securities Business Day prior to the Maturity Date or the redemption date, as applicable;

SONIA, in respect of any London Banking Day, means the Sterling Overnight Index Average rate administered by the Bank of England (or any successor administrator) for such London Banking Day as provided by the administrator of such rate to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors, in each case as of 9.00a.m. (London time) (or any amended publication time as specified by the administrator of such rate in the

benchmark methodology) on the London Banking Day immediately following such London Banking Day;

SONIA Rate Cut-Off Date means the date that is the number of London Banking Days specified in the applicable Final Terms (or if none are specified, the second London Banking Day) prior to the Maturity Date or the redemption date, as applicable;

Specified Currency means the currency or currencies specified as such in the applicable Final Terms;

Specified Denomination(s) or **Par** means, in relation to Notes of any Series, the denomination of such Notes specified as such in the applicable Final Terms;

Specified Fixed Leg means any of the following as specified in the applicable Final Terms: (i) the annual fixed leg, (ii) the semi-annual fixed leg, (iii) quarterly-annual fixed leg, or (iv) the quarterly-quarterly fixed leg;

Specified Office has the meaning given to it in the Agency Agreement;

Specified Period means a period specified as such in the applicable Final Terms;

Specified Swap Rate means any of the following as specified in the applicable Final Terms: (i) the swap rate, (ii) the mid-level swap rate, (iii) the annual swap rate, (iv) the semi-annual swap rate, (v) the quarterly swap rate, (vi) the quarterly-annual swap rate, or (vii) the quarterly-quarterly swap rate.

Spread Rate means the difference between (1) Reference Rate 1 for such Interest Period or such relevant day, plus or minus (as specified in the applicable Final Terms) Margin 1 (if any is specified in the applicable Final Terms in relation to such Reference Rate 1), and multiplied by Rate Multiplier 1 (if any is specified in the applicable Final Terms in relation to such Reference Rate 1), minus (2) Reference Rate 2 for such Interest Period or such relevant day, plus or minus (as specified in the applicable Final Terms) Margin 2 (if any is specified in the applicable Final Terms in relation to such Reference Rate 2), and multiplied by Rate Multiplier 2 (if any is specified in the applicable Final Terms in relation to such Reference Rate 2).

Strike Date means the date specified as such in the applicable Final Terms, **provided that**, in the case of Securities-Linked Notes, Fund-Linked Notes and Futures Contract-Linked Notes (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Strike Date shall (A) in the case of Securities-Linked Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day; (B) in the case of Fund-Linked Notes, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Fund Business Day; or (C) in the case of Futures Contract-Linked Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day, and (ii) if any Strike Date is a Disrupted Day, the provisions of, as applicable, 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*) OR Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) shall apply *mutatis mutandis* as if such Strike Date were a Reference Date, and otherwise subject to adjustment in accordance with the Conditions;

Subsidiary means, in relation to any Person (the **first Person**) at any particular time, any other Person (the **second Person**):

whose affairs and policies the first Person controls or has the power to control, whether by ownership of share capital, contract, the power to appoint or remove members of the governing body of the second Person or otherwise; or

whose financial statements are, in accordance with applicable law and generally accepted accounting principles, consolidated with those of the first Person;

T2 means the real time gross settlement system operated by the Eurosystem, (or any successor provider of that system);

T2 Settlement Day means any day on which T2 is open for the settlement of payments in euro;

Taxes means any tax, duty, impost, levy, charge or contribution in the nature of taxation or any withholding or deduction for or on account thereof, including (but not limited to) any applicable stock exchange tax, turnover tax, stamp duty, stamp duty reserve tax and/or other taxes chargeable or payable in connection with any redemption of a Note and/or payment of the Redemption Amount and/or delivery of the Physical Delivery Amount and/or the transfer or delivery of Underlying Securities and/or the relevant Transfer Documentation;

Tokyo Banking Day or **TBD** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Tokyo;

TONA, in respect of any Tokyo Banking Day, means the Tokyo Overnight Average Rate administered by the Bank of Japan (or any successor administrator) for such Tokyo Banking Day as provided by the administrator of such rate to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by the administrator of TONA or by such authorised distributors, in each case as of approximately 10.00 a.m. (Tokyo time) (or any amended publication time as specified by the administrator of such rate in the benchmark methodology) on the Tokyo Banking Day immediately following such Tokyo Banking Day;

TONA Rate Cut-Off Date means the date that is the number of Tokyo Banking Days specified in the applicable Final Terms (or if none are specified, the second Tokyo Banking Day) prior to the Maturity Date or the redemption date, as applicable;

Trade Date means in relation to any series of Notes, the date specified as such in the applicable Final Terms;

Transfer Documentation means, for each Series of Notes, such documentation as is generally acceptable for settlement of transfer of Underlying Securities on the relevant Exchange or through the Relevant Clearing System including, without limitation, stock notes and/or stock transfer forms in the case of settlement on the Luxembourg Stock Exchange;

Treaty means the Treaty establishing the European Community, as amended;

Unadjusted Benchmark Replacement means the Benchmark Replacement excluding the Benchmark Replacement Adjustment;

Underlying Rate Business Day has the meaning given to it in Condition 14 (*Provisions Relating to Rate-Linked Notes*);

Underlying Securities means shares, bonds, other debt securities, other securities or other property specified as such in the relevant Final Terms, and **Underlying Security** shall be construed accordingly;

U.S. Government Securities Business Day means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in U.S. government securities;

Zero Coupon Note means a Note specified as such in the applicable Final Terms; and

Zurich Banking Day or **ZBD** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in Zurich.

2.2 *Interpretation*: In these Conditions:

(a) any reference to a numbered "Condition" shall be construed as a reference to the relevant Condition contained in Part 1 (*General Terms and Conditions*) of these Conditions;

(b) if the Notes are Zero Coupon Notes, references to interest are not applicable;

(c) any reference to principal shall be deemed to include the Redemption Amount, any premium payable in respect of a Note and any other amount in the nature of principal payable pursuant to these Conditions;

(d) any reference to interest shall be deemed to include any other amount in the nature of interest payable pursuant to these Conditions;

(e) references to Notes being "outstanding" means, in relation to the Notes of any Series, all the Notes issued other than (a) those that have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption has occurred and the redemption moneys (including all interest accrued in relation to such Notes up to the date for such redemption and any interest payable after such date) have been duly paid (i) in the case of Notes in bearer dematerialised form and in administered registered form, to the relevant Euroclear France Account Holders on behalf of the Noteholder and (ii) in the case of Notes in fully registered dematerialised form, to the account of the Noteholder (c) those which have become void or in respect of which claims have become prescribed and (d) those which have been repurchased and that are held or have been cancelled as provided in the Conditions.; and

(f) if an expression is stated in Condition 2.1 (*Definitions*) to have the meaning given or specified in the applicable Final Terms, but the applicable Final Terms gives no such meaning or specifies that such expression is "not applicable" then such expression is not applicable to the Notes.

3. FORM, MINIMUM DENOMINATION AND TITLE

Notes will be issued in dematerialised form.

Title to Notes will be evidenced in accordance with article L. 211-3 of the *Code monétaire et financier* by book entries (*inscriptions en compte*). No physical document of title (including certificats représentatifs pursuant to article R. 211-7 of the *Code monétaire et financier*) will be issued in respect of Notes.

Notes are issued, at the option of the Issuer, in either bearer dematerialised form (*au porteur*), which will be inscribed in the books of Euroclear France which shall credit the accounts of Euroclear France Account Holders, or in registered dematerialised form (*nominatif*) and, in such latter case, at the option of the relevant Noteholder in either administered registered form (*nominatif administré*) inscribed in the books of a Euroclear France Account Holder or in fully

registered form (*nominatif pur*) inscribed in an account in the books of Euroclear France maintained by the Issuer or by the Registration Agent acting on behalf of the Issuer.

When the Issuer is MSBV or MSESE, the minimum Denomination at the Issue Date for each Note admitted to trading on a European Economic Area exchange and/or offered to the public in an European Economic Area State will be €1,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

4. STATUS

4.1 *Status of the Notes*: The Notes constitute direct and general obligations of the Issuer which rank *pari passu* among themselves and *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Issuer, present and future, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights.

With respect to MSIP or MSESE Notes only, pursuant to the exercise of the bail-in power by the relevant competent resolution authority, the outstanding amount of Notes may be reduced (in whole or in part), converted into equity (in whole or in part) or cancelled and/or the maturity of the Notes or the amount of interest or the date on which the interest becomes payable may be amended.

4.2 *Status of Guarantee*: The Guarantor's obligations under the Guarantee in respect of the Notes issued by MSBV or MSFL constitute direct and general obligations of the Guarantor which rank without preference among themselves and *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future, but, in the event of insolvency, only to the extent permitted by laws relating to creditors' rights.

5. FIXED RATE NOTE PROVISIONS

5.1 *Application*: This Condition 5 (*Fixed Rate Note Provisions*) is applicable to the Notes only if the Fixed Rate Note Provisions are specified in the applicable Final Terms as being applicable.

5.2 *Accrual of interest*: The Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Period End Date. Each Note will cease to bear interest from the due date for final redemption unless the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 5 (*Fixed Rate Note Provisions*) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is fifteen Business Days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such fifteenth Business Day (except to the extent that there is any subsequent default in payment).

5.3 *Fixed Coupon Amount*: The amount of interest payable in respect of each Note for any Interest Period which is a Regular Period shall be the relevant Fixed Coupon Amount and, if the Notes are in more than one Specified Denomination, shall be the relevant Fixed Coupon Amount in respect of the relevant Specified Denomination.

5.4 *Regular Interest Periods*: If all of the Interest Period End Dates fall at regular intervals between the Issue Date and the Maturity Date, then:

5.4.1 the Notes shall for the purposes of this Condition 5 (*Fixed Rate Note Provisions*) be **Regular Interest Period Notes**;

5.4.2 the day and month (but not the year) on which any Interest Period End Date falls shall, for the purposes of this Condition 5 (*Fixed Rate Note Provisions*), be a **Regular Date**; and

5.4.3 each period from and including a Regular Date falling in any year to but excluding the next succeeding Regular Date shall, for the purposes of this Condition 5 (*Fixed Rate Note Provisions*), be a **Regular Period**.

5.5 *Irregular first or last Interest Periods*: If the Notes would be Regular Interest Period Notes but for the fact that either or both of:

5.5.1 the interval between the Issue Date and the first Interest Period End Date; and

5.5.2 the interval between the Maturity Date and the immediately preceding Interest Period End Date

is longer or shorter than a Regular Period, then the Notes shall nevertheless be deemed to be Regular Interest Period Notes, **provided**, **however**, **that** if the interval between the Maturity Date and the immediately preceding Interest Period End Date is longer or shorter than a Regular Period, the day and month on which the Maturity Date falls shall not be a **Regular Date**. The amount of interest payable in respect of each Note for any such longer or shorter period shall be the **Broken Amount**.

5.6 *Irregular Interest Amount*: If the Notes are Regular Interest Period Notes, the amount of interest payable in respect of each Note for any period which is not a Regular Period shall be an amount per calculation amount calculated by applying the Rate of Interest to the Calculation Amount, multiplying the product by the relevant Day Count Fraction and rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards). For this purpose a **sub-unit** means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

5.7 *Day Count Fraction*: In respect of any period which is not a Regular Period, the relevant day count fraction (the **Day Count Fraction**) shall be determined in accordance with the following provisions:

5.7.1 if the Day Count Fraction is specified in the applicable Final Terms as being 30/360, the relevant Day Count Fraction will be the number of days in the relevant period (calculated on the basis of a year of 360 days consisting of 12 months of 30 days each and, in the case of an incomplete month, the actual number of days elapsed) divided by 360;

5.7.2 if the Day Count Fraction is specified in the applicable Final Terms as being Actual/Actual (ICMA) and the relevant period falls during a Regular Period, the relevant Day Count Fraction will be the number of days in the relevant period divided by the product of (A) the number of days in the Regular Period in which the relevant period falls and (B) the number of Regular Periods in any period of one year; and

5.7.3 if the Day Count Fraction is specified in the applicable Final Terms as being Actual/Actual (ICMA) and the relevant period begins in one Regular Period and ends in the next succeeding Regular Period, interest will be calculated on the basis of the sum of:

(i) the number of days in the relevant period falling within the first such Regular Period divided by the product of (1) the number of days in the first such Regular Period and (2) the number of Regular Periods in any period of one year; and

(ii) the number of days in the relevant period falling within the second such Regular Period divided by the product of (1) the number of days in the second such Regular Period and (2) the number of Regular Periods in any period of one year.

5.8 *Number of days*: For the purposes of this Condition 5 (*Fixed Rate Note Provisions*), unless the Day Count Fraction is specified in the applicable Final Terms as being 30/360 (in which case the provisions of Condition 5.7.1 above shall apply), the number of days in any period shall be calculated on the basis of actual calendar days from and including the first day of the relevant period to but excluding the last day of the relevant period.

5.9 *Irregular Interest Periods*: If the Notes are not Regular Interest Period Notes and interest is required to be calculated for any period other than an Interest Period, interest shall be calculated on such basis as is described in the applicable Final Terms.

6. FLOATING RATE NOTE, SECURITIES-LINKED, CURRENCY-LINKED, INFLATION-LINKED INTEREST, FUND-LINKED, FUTURES CONTRACT-LINKED AND RATE-LINKED NOTE PROVISIONS

6.1 Application: This Condition 6 (*Floating Rate Note, Securities-Linked, Currency-Linked, Inflation-Linked Interest, Fund-Linked, Futures Contract-Linked and Rate-Linked Note Provisions*) is applicable to the Notes only if one or more of the Floating Rate Note Provisions, the Securities-Linked, Currency-Linked, Inflation-Linked, Fund-Linked or Futures Contract-Linked Interest Note Provisions are specified in the applicable Final Terms as being applicable.

6.2 *Accrual of interest*: The Floating Rate Notes bear interest from the Interest Commencement Date at the Rate of Interest payable in arrear on each Interest Payment Date. Each Note will cease to bear interest from the due date for final redemption unless the Redemption Amount is improperly withheld or refused, in which case it will continue to bear interest in accordance with this Condition 6 (*Floating Rate Note, Securities-Linked, Currency-Linked, Inflation-Linked Interest, Fund-Linked, Futures Contract-Linked and Rate-Linked Note Provisions*) (as well after as before judgment) until whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is fifteen Business Days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such fifteenth Day (except to the extent that there is any subsequent default in payment). The Rate of Interest in respect of all or any Interest Periods shall, if so specified in the applicable Final Terms, be zero.

6.3 ***Linear Interpolation***: In respect of any Notes for which the Floating Rate Notes Provisions are applicable, if "Linear Interpolation" is specified to be applicable in respect of any Interest Period, the Floating Interest Rate for such Interest Period shall be determined by the Determination Agent through the use of straight-line interpolation by reference to:

(a) if Screen Rate Determination is specified as the manner in which the Floating Interest Rate is to be determined, two rates based on the relevant Reference Rate 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 such 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 such Interest Period;

(b) if ISDA Determination is specified as the manner in which the Floating Interest Rate is to be determined, unless "2021 ISDA Definitions Linear Interpolation" is specified as applicable in the applicable Final Terms, two rates based on the relevant Floating Rate Option 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 such 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 such Interest Period; and

(c) if CMS Rate Determination is specified as the manner in which the Floating Interest Rate is to be determined, two rates based on the relevant CMS Reference Rate 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 such 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 such Interest Period.

6.4 Screen Rate Determination: Subject to the provisions of Condition 6.18 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use:~~Relevant Rates Benchmark Discontinuance or Prohibition on Use:~~*), where such provisions are specified to apply in the applicable Final Terms, Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*) or Condition 6.20 (*General Fallback Arrangements*), if Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be determined by the Calculation Agent on the following basis:

6.4.1 if the Reference Rate is a composite quotation or customarily supplied by one entity, the Calculation Agent will determine the Reference Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

6.4.2 in any other case, the Calculation Agent will determine the arithmetic mean of the Reference Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

6.4.3 if, in the case of Condition 6.4.1 above, such rate does not appear on that page or, in the case of Condition 6.4.2, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Calculation Agent will:

(a) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Reference Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(b) determine the arithmetic mean of such quotations; and

6.4.4 if fewer than two such quotations are provided as requested, the Calculation Agent will determine the arithmetic mean of the rates (being the nearest to the Reference Rate, as determined by the Calculation Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Calculation Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Interest Period for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Period and in an amount that is representative for a single transaction in that market at that time,

and the Rate of Interest for such Interest Period shall be the sum of the Margin and the rate or (as the case may be) the arithmetic mean so determined, **provided**, **however**, **that** if the Calculation Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Period, the Rate of Interest applicable to the Notes during such Interest Period will be the sum of the Margin and the rate (or as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Period.

6.5 *ISDA Determination*: Subject to Condition 6.18 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use:* ~~*Relevant Rates Benchmark Discontinuance or Prohibition on Use:*~~), where such provisions are specified to apply in the applicable Final Terms, Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*) or Condition 6.20 (*General Fallback Arrangements*), if ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, the Rate of Interest applicable to the Notes for each Interest Period will be the sum of the Margin and the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Period means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the applicable Final Terms;

(ii) except in the case of Overnight Floating Rate Options(as defined in the ISDA Definitions), the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the applicable Final Terms;

(iii) the relevant Fixing Date (as defined in the ISDA Definitions) is the date specified in the applicable Final Terms;

(iv) the relevant Reset Date (as defined in the ISDA Definitions) is the date specified in the applicable Final Terms;

(v) if an Overnight Floating Rate Option is specified as applicable in the relevant Final Terms and:

(a) an Overnight Rate Compounding Method (as defined in the ISDA Definitions) is specified in the relevant Final Terms:

(i) OIS Compounding is applicable if specified in the relevant Final Terms and, if so, Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(ii) Compounding with Lookback is applicable if specified in the relevant Final Terms and, if so, (a) Lookback is the number of Applicable Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (b) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(iii) Compounding with Observation Period Shift is applicable if specified in the relevant Final Terms and, if so, Set-in-Advance is applicable if specified as such in the relevant Final Terms and, if so, (a) Set-in-Advance is applicable

if specified as such in the relevant Final Terms, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions, (c) Observation Period Shift Additional Business Days are the days, if any, specified as such in the relevant Final Terms and (d) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(iv) Compounding with Lockout is applicable if specified in the relevant Final Terms and, if so, (a) Lockout is the number of Lockout Period Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions, (b) Lockout Period Business Days are the days specified as such in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (c) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms; or

(v) unless an Overnight Rate Compounding Method in sub-paragraphs (1) to (4) above is applicable, in respect of an Overnight Floating Rate Option in the Floating Rate Matrix (as defined in the ISDA Definitions), any other method of compounding an overnight rate that is set out in the column entitled "Category/Style" in the Floating Rate Matrix is applicable; or

(b) an Overnight Rate Averaging Method (as defined in the ISDA Definitions) is specified in the relevant Final Terms:

(i) Overnight Averaging is applicable if specified in the relevant Final Terms and, if so, Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(ii) Averaging with Lookback is applicable if specified in the relevant Final Terms and, if so, (a) Lookback is the number of Applicable Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (b) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(iii) Averaging with Observation Period Shift is applicable if specified in the relevant Final Terms and, if so, Set-in-Advance is applicable if specified as such in the relevant Final Terms and, if so, (a) Set-in-Advance is applicable if specified as such in the relevant Final Terms, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions, (c) Observation Period Shift Additional Business Days are the days, if any, specified as such in the relevant Final Terms and (d) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(iv) Averaging with Lockout is applicable if specified in the relevant Final Terms and, if so, (a) Lockout is the number of Lockout Period Business Days specified in the relevant Final Terms or, if not so specified in the relevant

Final Terms, in the ISDA Definitions, (b) Lockout Period Business Days are the days specified as such in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (c) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms; or

(v) unless an Overnight Rate Averaging Method in sub-paragraphs (1) to (4) above is applicable, in respect of an Overnight Floating Rate Option in the Floating Rate Matrix, any other method of averaging an overnight rate that is set out in the column entitled "Category/Style" in the Floating Rate Matrix is applicable;

(vi) if an Index Floating Rate Option (as defined in the ISDA Definitions) is specified as applicable in the relevant Final Terms and an Index Method is specified in the relevant Final Terms:

(a) Standard Index Method is applicable if specified in the relevant Final Terms;

(b) Compounded Index Method is applicable if specified in the relevant Final Terms; or

(c) Compounded Index Method with Observation Period Shift is applicable if specified in the relevant Final Terms and, if so, (a) Set-in-Advance is applicable if specified as such in the relevant Final Terms, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (c) Observation Period Shift Additional Business Days are the days, if any, specified as such in the relevant Final Terms;

(vii) in connection with any Overnight Rate Compounding Method, Overnight Rate Averaging Method or Index Method specified in the relevant Final Terms, references in the ISDA Definitions to: (1) numbers, financial centers or other items specified in the Confirmation shall be deemed to be references to the numbers, financial centers or other items specified for such purpose in the relevant Final Terms; (2) "Business Day in the financial centres, if any, specified for such purpose in the Confirmation" shall be deemed to be references to Business Day; (3) "Calculation Period" shall be deemed to be references to the relevant Interest Period; (4) "Floating Rate Day Count Fraction" shall be deemed to be references to Day Count Fraction; (5) "Period End Date" shall be deemed to be references to the relevant Interest Period End Date; (6) "Termination Date" shall be deemed to be references to the final Interest Period End Date; and (7) "Effective Date" shall be deemed to be references to the Interest Commencement Date;

(viii) Delayed Payment is applicable if specified in the relevant Final Terms and the relevant delay is the number of Business Days specified in respect of Delayed Payment in the relevant Final Terms;

(ix) Period End Date/ Termination Date adjustment for Unscheduled Holiday (as defined in the 2021 ISDA Definitions) will apply if specified in the relevant Final Terms to be applicable;

(x) Non-Representative (as defined in the 2021 ISDA Definitions) will apply if specified in the relevant Final Terms to be applicable;

(xi) Successor Benchmark and Successor Benchmark Effective Date (as defined in the 2021 ISDA Definitions) will be as specified in the relevant Final Terms;

(xii) if any fallbacks would otherwise be required to be determined in accordance with Section 8.6 (*Generic Fallback Provisions*) of the ISDA Definitions, such fallbacks shall not be so determined, but shall instead be determined in accordance with Condition 6.18 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use:* ~~*Relevant Rates Benchmark Discontinuance or Prohibition on Use:*~~), where such provisions are specified to apply in the applicable Final Terms, Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*), where the Relevant Rates Benchmark is the CMS Reference Rate, or in accordance with Condition 6.20 (*General Fallback Arrangements*) and the ISDA Definitions shall be construed accordingly;

(xiii) Sections 1.2.2 (Calculation Agent Standard) and 1.2.4 (Determinations by Calculation Agent) of the ISDA Definitions are deemed to be deleted;

(xiv) Section 6.10 (Linear Interpolation) of the ISDA Definitions is deemed to be deleted unless "2021 ISDA Definitions Linear Interpolation" is specified as applicable in the relevant Final Terms;

(xv) in any circumstance where the ISDA Definitions provide for anything to be determined by agreement between the parties or a discretion is given thereunder to the Calculation Agent to make any determination, the Determination Agent will make such determination or exercise such discretion; and

(xvi) notwithstanding any other Conditions, and unless "TEC10 Adjustment" is specified as "Not Applicable" in the applicable Final Terms, if in respect of any Interest Period the Determination Agent determines that the 10-year constant maturity French treasury rate (known as CNO TEC10) published by the Bank of France no longer represents the actual yield to maturity of a notional *Obligations assimilables du Trésor* (**OAT**) with a maturity of exactly 10 years (based on executable prices available to the Determination Agent for OATs with a maturity most closely matching a 10-year maturity) (which event may occur in connection with or following any default or potential default of the Republic of France or unexpected volatility or illiquidity in markets in trading of OATs), then the ISDA Rate shall not be calculated in accordance with this Condition 6.5 (*ISDA Determination*) and instead the ISDA Rate in respect of such Interest Period for the purposes of the Conditions shall be deemed to be the yield to maturity of a notional OAT with a maturity of exactly 10 years, as determined by the Determination Agent acting in good faith and a commercially reasonable manner by reference to bid prices for OATs with a maturity most closely matching a 10-year maturity and having regard to such pricing sources, methods and models (which may include, without limitation, any available firm or indicative prices for such OATs or internal valuation or recovery models) as the Determination Agent considers appropriate.

6.6 ***CMS Rate Determination***: Subject to the provisions of Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*), if CMS Rate Determination is specified in the applicable Final Terms as the manner in which a Floating Interest Rate is to be determined, the Floating Interest Rate applicable to the Notes for each Interest Period will be the relevant CMS Interest Rate determined in accordance with paragraphs (a) or (b) below, as applicable.

(a) ***Single CMS Rate***

If the CMS Interest Rate is specified in the applicable Final Terms to be "**Single CMS Rate**", the CMS Interest Rate in respect of an Interest Period or any relevant day will be equal to the CMS Reference Rate for such Interest Period or such relevant day, plus or minus (as indicated in the applicable Final Terms) the Margin (if any is specified in the applicable Final Terms in relation to such CMS Reference Rate), and multiplied by the Interest Participation Rate (if any is specified in the applicable Final Terms in relation to such CMS Reference Rate).

(b) ***Spread CMS Rate***

If the CMS Interest Rate is specified in the applicable Final Terms to be "**Spread CMS Rate**", the CMS Interest Rate in respect of an Interest Period or any relevant day will be equal to the difference between (1) CMS Reference Rate 1 for such Interest Period or such relevant day, plus or minus (as specified in the applicable Final Terms) Margin 1 (if any is specified in the applicable Final Terms in relation to such CMS Reference Rate 1), and multiplied by Interest Participation Rate 1 (if any is specified in the applicable Final Terms in relation to such CMS Reference Rate 1), minus (2) CMS Reference Rate 2 for such Interest Period or such relevant day, plus or minus (as specified in the applicable Final Terms) Margin 2 (if any is specified in the applicable Final Terms in relation to such CMS Reference Rate 2), and multiplied by Interest Participation Rate 2 (if any is specified in the applicable Final Terms in relation to such CMS Reference Rate 2).

(c) ***Determination of CMS Reference Rate***

The CMS Reference Rate in respect of an Interest Period or any relevant day (as applicable) will be the Specified Swap Rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity (expressed as a percentage rate per annum) (the **Relevant Swap Rate**) which appears on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in respect of such Interest Period or such relevant day, all as determined by the Determination Agent. If the Relevant Swap Rate does not appear on the Relevant Screen Page at the Relevant Time, the CMS Reference Rate in respect of an Interest Period or a relevant day (as applicable) will be determined by the Determination Agent in accordance with the first applicable Fallback Rate Determination that provides a CMS Reference Rate, and if the applicable Final Terms specify:

(i) "**Fallback Screen Page**" to be applicable, the Determination Agent will, acting in good faith and in a commercially reasonable manner, determine an alternative or successor page or publication to the Relevant Screen Page for the Relevant Swap Rate;

(ii) "**Mid-Market Quotations**" to be applicable, the Determination Agent will determine the CMS Reference Rate on the basis of the arithmetic mean of the Mid-Market Quotations provided by the Reference Banks at approximately the Relevant Time on the Interest Determination Date in respect of such Interest Period or such day by requesting the principal Relevant Financial Centre office of each of the Reference Banks to provide Mid-Market Quotations. If at least five Mid-Market Quotations are provided, the Determination Agent will determine the arithmetic mean of such Mid-Market Quotations provided by discarding the highest of such Mid-Market Quotations (or in event of equality, one of the highest) and lowest of such Mid-Market Quotations (or in event of equality, one of the lowest). If four Mid-Market Quotations are provided, the Determination Agent will determine the arithmetic mean of such Mid-Market Quotations provided. If less than four Mid-Market Quotations are provided, the next Fallback Rate Determination specified in the applicable Final Terms will apply, or if none is specified, Determination Agent Fallback will apply. All calculations of the arithmetic mean of the relevant number of Mid-Market Quotations provided pursuant to this paragraph will be rounded to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards; and

(iii) "**Determination Agent Fallback**" to be applicable, the Determination Agent will, acting in good faith and in a commercially reasonable manner, determine the CMS Reference Rate by using available and relevant public information and having regard to comparable benchmarks available.

If any Fallback Rate Determination(s) are specified in the relevant Final Terms, then only that or those (as the case may be) Fallback Rate Determinations shall apply and if two or more Fallback Rate Determinations are specified, those Fallback Rate Determinations shall apply in the order as specified in the applicable Final Terms, such that if the Determination Agent determines that the CMS Reference Rate cannot be determined by applying a Fallback Rate Determination, then the next Fallback Rate Determination specified shall apply.

6.7 *Provisions specific to SOFR as Reference Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which a Floating Interest Rate is to be determined and SOFR is specified in the relevant Final Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant SOFR Benchmark plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (as specified in the relevant Final Terms), subject to a minimum of zero per cent.

(ii) The "**SOFR Benchmark**" will be determined based on SOFR Compound with Lookback, SOFR Compound with Observation Period Shift, SOFR Compound with Payment Delay or SOFR Index Average, as follows:

(1) if SOFR Compound with Lookback ("**SOFR Compound with Lookback**") is specified as applicable in the relevant Final Terms, the SOFR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SOFR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_{i-xUSBD}\times n_i}{360}\right)-1\right] x\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period.

"**d_0**", for any Interest Period, means the number of U.S. Government Securities Business Days in the relevant Interest Period.

"**i**" is a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Period.

"**Lookback Days**" means the number of U.S. Government Securities Business Days specified in the relevant Final Terms.

"**n_i**" for any U.S. Government Securities Business Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following U.S. Government Securities Business Day ("**i+1**").

"**$SOFR_i$**", for any U.S. Government Securities Business Day "i" in the relevant Interest Period, is equal to SOFR in respect of that day.

"**$SOFR_{i-xUSBD}$**", for any U.S. Government Securities Business Day "i" in the relevant Interest Period, is equal to SOFR in respect of the U.S. Government Securities Business Days falling a number of U.S. Government Securities Business Days prior to that day "i" equal to the number of Lookback Days.

(2) if SOFR Compound with Observation Period Shift ("**SOFR Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms,

the SOFR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SOFR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right] x \frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period.

"**d_0**", for any Observation Period, means the number of U.S. Government Securities Business Days in the relevant Observation Period.

"**i**" is a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Observation Period.

"**n_i**" for any U.S. Government Securities Business Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following U.S. Government Securities Business Day ("**i+1**").

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the Interest Period End Date for such Interest Period.

"**Observation Shift Days**" means the number of U.S. Government Securities Business Days specified in the relevant Final Terms.

"**$SOFR_i$**", for any U.S. Government Securities Business Day "i" in the relevant Observation Period, is equal to SOFR in respect of that day.

(3) if SOFR Compound with Payment Delay ("**SOFR Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the SOFR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SOFR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right] x \frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period.

"**d_0**", for any Interest Period, means the number of U.S. Government Securities Business Days in the relevant Interest Period.

"**i**" is a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Period.

"$\mathbf{n_i}$" for any U.S. Government Securities Business Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following U.S. Government Securities Business Day ("**i+1**").

"$\mathbf{SOFR_i}$", for any U.S. Government Securities Business Day "i" in the relevant Interest Period, is equal to SOFR in respect of that day.

Where "SOFR Compound with Payment Delay" applies, for the purposes of calculating the SOFR Benchmark with respect to the final Interest Period, the level of SOFR for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of SOFR in respect of such SOFR Rate Cut-Off Date.

(4) if SOFR Index Average ("**SOFR Index Average**") is specified as applicable in the relevant Final Terms, the SOFR Benchmark for each Interest Period shall be equal to the rate of return of the SOFR Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{SOFR\ Index_{\ End}}{SOFR\ Index_{\ Start}} - 1\right) \times \left(\frac{360}{d_c}\right)$$

where:

"$\mathbf{d_c}$" means the number of calendar days from, and including, the SOFR $\text{Index}_{\text{Start}}$ to, but excluding, the SOFR $\text{Index}_{\text{End}}$.

"**SOFR Index Determination Time**" means approximately 3:00 p.m. (New York City time).

"**SOFR Index**" means, in respect of any U.S Government Securities Business Day, the SOFR Index value as published by the Federal Reserve Bank of New York in relation to such U.S. Government Securities Business Day, as such value appears at the SOFR Index Determination Time on such U.S. Government Securities Business Day on the Federal Reserve Bank of New York's Website, and appearing on the Relevant Screen Page.

"$\mathbf{SOFR\ Index_{End}}$" means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms preceding the Interest Period End Date relating to such Interest Period (or in the final Interest Period, the Maturity Date or redemption date).

"$\mathbf{SOFR\ Index_{Start}}$" means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms preceding the first date of the relevant Interest Period.

If the values for SOFR $\text{Index}_{\text{Start}}$ or SOFR $\text{Index}_{\text{End}}$ are not published on or by the relevant Interest Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred, the "SOFR Index Average" shall be calculated on such Interest Determination Date with respect to the relevant Interest Period, in accordance with the formula set out in Condition 6.7(ii)(2) (*SOFR Compound with Observation Period Shift*) above and for such purpose, "Observation Shift Days" shall be the number of U.S. Government Securities Business Days specified for such purpose in the relevant Final Terms. If

a Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in paragraph (iii) below shall apply.

(iii) Effect of Benchmark Transition Event

(a) *Benchmark Replacement.* If the Calculation Agent determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations on all subsequent dates.

(b) *Benchmark Replacement Conforming Changes*. In connection with the implementation of a Benchmark Replacement, the Calculation Agent will have the right to make Benchmark Replacement Conforming Changes from time to time.

(c) *Decisions and Determinations.* Any determination, decision or election that may be made by the Calculation Agent pursuant to this Condition 6.7 (iii) (*Effect of Benchmark Transition Event*), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the Issuer's or its designee's sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

6.8 *Provisions specific to SONIA as Reference Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which a Floating Interest Rate is to be determined and SONIA is specified in the relevant Final Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant SONIA Benchmark plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (as specified in the relevant Final Terms), subject to a minimum of zero per cent.

(ii) The "**SONIA Benchmark**" will be determined based on SONIA Compound with Lookback, SONIA Compound with Observation Period Shift, SONIA Compound with Payment Delay or SONIA Index Average, as follows:

(1) if SONIA Compound with Lookback ("**SONIA Compound with Lookback**") is specified as applicable in the relevant Final Terms, the SONIA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SONIA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SONIA}_{i-\text{pLBD}}\times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_0**" for any Interest Period, means the number of London Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

"**Lookback Days**" means the number of London Banking Days specified in the relevant Final Terms;

"$\mathbf{n_i}$" for any London Banking Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following London Banking Day ("**i+1**");

"$\mathbf{SONIA_{i\text{-}pLBD}}$" for any London Banking Day "i" in the relevant Interest Period, is equal to the SONIA in respect of the London Banking Day falling a number of London Banking Days prior to that day "i" equal to the number of Lookback Days.

(2) if SONIA Compound with Observation Period Shift ("**SONIA Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms, the SONIA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SONIA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{SONIA}_i \times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"$\mathbf{d_0}$" for any Observation Period, means the number of London Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Observation Period;

"$\mathbf{n_i}$" for any London Banking Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following London Banking Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of London Banking Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of London Banking Days equal to the Observation Shift Days preceding the Interest Period End Date for such Interest Period;

"**Observation Shift Days**" means the number of London Banking Days specified in the relevant Final Terms; and

"$\mathbf{SONIA_i}$" for any London Banking Day "i" in the relevant Observation Period, is equal to SONIA in respect of that day "i".

(3) if SONIA Compound with Payment Delay ("**SONIA Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the SONIA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SONIA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SONIA}_i \times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_0**" for any Interest Period, means the number of London Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Period;

"**n_i**" for any London Banking Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following London Banking Day ("**i+1**");

"**SONIA_i**" for any London Banking Day "i" in the relevant Interest Period, is equal to SONIA in respect of that day "i".

Where "SONIA Compound with Payment Delay" applies, for the purposes of calculating the SONIA Benchmark with respect to the final Interest Period, the level of SONIA for each London Banking Day in the period from (and including) the SONIA Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of SONIA in respect of such SONIA Rate Cut-Off Date.

(4) if SONIA Index Average ("**SONIA Index Average**") is specified as applicable in the relevant Final Terms, the SONIA Benchmark for each Interest Period shall be equal to the rate of return of the SONIA Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{SONIA\ Index_{End}}{SONIA\ Index_{Start}}-1\right)\times\left(\frac{365}{d}\right)$$

where:

"**d**" means the number of calendar days from, and including, the $\text{SONIA Index}_{\text{Start}}$ to, but excluding, the $\text{SONIA Index}_{\text{End}}$.

"Relevant Number" means the number specified as such in the applicable Final Terms (or, if no such number is specified, five).

"**SONIA Index**" means in respect of any London Banking Day, the SONIA Compounded Index in relation to such London Banking Day as provided by the Bank of England (or any successor) to authorised distributors and as then published on the Relevant Screen Page, or if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors, in each case on such London Banking Day.

If the value of either or both of $\text{SONIA Index}_{\text{Start}}$ or $\text{SONIA Index}_{\text{End}}$ is not published or displayed on the Relevant Screen Page by the administrator of the SONIA Index or other information service by 5.00 p.m. (London time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SONIA Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the SONIA Benchmark for the applicable

Interest Period for which the SONIA Index is not available shall be determined as set out under Condition 6.8(ii)(2) (*SONIA Compound with Observation Period Shift*) above as if SONIA Compound with Observation Period Shift were specified as applicable in the relevant Final Terms, and for these purposes: the Observation Shift Days in respect of the applicable Interest Period for which the SONIA Index is not available shall be deemed to be equal to the Relevant Number of London Banking Days plus one (or such other number of London Banking Days as is specified for this purpose in the applicable Final Terms), as if such alternative elections had been made in the applicable Final Terms.

"**SONIA Index$_{End}$**" means, in respect of an Interest Period, the SONIA Index value on the date that is the Relevant Number of London Banking Days preceding (a) the Interest Payment Date relating to such Interest Period or (b) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period).

"**SONIA Index$_{Start}$**" means, in respect of an Interest Period, the SONIA Index value on the date that is the Relevant Number of London Banking Days preceding the first date of the relevant Interest Period.

For the purposes of this Condition 6.8, if SONIA in respect of any London Banking Day (the "**Relevant London Banking Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of SONIA, by either (A) the immediately following London Banking Day (or any amended publication day for SONIA as specified by the administrator of SONIA in the SONIA benchmark methodology) or (B) such other date and time on which SONIA for the Relevant London Banking Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Condition 6.20 (*General Fallback Arrangements*) (as applicable) have occurred, SONIA for the Relevant London Banking Day shall be deemed to be the rate equal to SONIA for the most recent London Banking Day in respect of which SONIA was so published or provided.

6.9 *Provisions specific to €STR as Reference Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which a Floating Interest Rate is to be determined and €STR is specified in the relevant Final Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant €STR Benchmark plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (as specified in the relevant Final Terms), subject to a minimum of zero per cent.

(ii) The "**€STR Benchmark**" will be determined based on €STR Compound with Lookback, €STR Compound with Observation Period Shift, €STR Compound with Payment Delay or €STR Index Average, as follows:

(1) if €STR Compound with Lookback ("**€STR Compound with Lookback**") is specified as applicable in the relevant Final Terms, the €STR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound €STR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{€\mathrm{STR}_{i-\mathrm{pTBD}}\times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_0**" for any Interest Period, means the number of T2 Settlement Days in the relevant Interest Period;

"**€STR$_{i\text{-}pTBD}$**" for any T2 Settlement Day "i" in the relevant Interest Period, is equal to €STR in respect of the T2 Settlement Day falling a number of T2 Settlement Days prior to that day "i" equal to the number of Lookback Days.

"**i**" is a series of whole numbers from one to d_0, each representing the relevant T2 Settlement Day in chronological order from, and including, the first T2 Settlement Day in the relevant Interest Period;

"**Lookback Days**" means the number of T2 Settlement Days specified in the relevant Final Terms;

"**n_i**" for any T2 Settlement Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following T2 Settlement Day ("**i+1**");

(2) if €STR Compound with Observation Period Shift ("**€STR Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms, the €STR Benchmark for each Interest Period shall be equal to the rate of return of a daily compound €STR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{€STR}_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**d_0**" for any Observation Period, means the number of T2 Settlement Days in the relevant Observation Period;

"**€STR$_i$**" for any T2 Settlement Day "i" in the relevant Observation Period, is equal to €STR in respect of that day "i".

"**i**" is a series of whole numbers from one to d_0, each representing the relevant T2 Settlement Day in chronological order from, and including, the first T2 Settlement Day in the relevant Observation Period;

"**n_i**" for any T2 Settlement Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following T2 Settlement Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of T2 Settlement Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of T2 Settlement Days equal to the Observation Shift Days preceding the Interest Period End Date for such Interest Period; and

"**Observation Shift Days**" means the number of T2 Settlement Days specified in the relevant Final Terms.

(3) if €STR Compound with Payment Delay ("**€STR Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the €STR Benchmark

for each Interest Period shall be equal to the rate of return of a daily compound €STR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{€STR}_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_0**" for any Interest Period, means the number of T2 Settlement Days in the relevant Interest Period;

"**€STR$_i$**" for any T2 Settlement Day "i" in the relevant Interest Period, is equal to €STR in respect of that day "i".

"**i**" is a series of whole numbers from one to d_0, each representing the relevant T2 Settlement Day in chronological order from, and including, the first T2 Settlement Day in the relevant Interest Period;

"**n_i**" for any T2 Settlement Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following T2 Settlement Day ("**i+1**").

Where "€STR Compound with Payment Delay" applies, for the purposes of calculating €STR with respect to the final Interest Period, the level of €STR for each T2 Settlement Day in the period from (and including) the €STR Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of €STR in respect of such €STR Rate Cut-Off Date.

(4) if €STR Index Average ("**€STR Index Average**") is specified as applicable in the relevant Final Terms, the €STR Benchmark for each Interest Period shall be equal to the rate of return of the €STR Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{€STR\ Index_{End}}{€STRIndex_{Start}}-1\right)\times\left(\frac{360}{d}\right)$$

where:

"**d**" means the number of calendar days from, and including, the €STR Index$_{Start}$ to, but excluding, the €STR Index$_{End}$.

"**€STR Index**" means, in respect of any T2 Settlement Day, the Compounded €STR Index in relation to such T2 Settlement Day as published by the ECB on the ECB's Website on such T2 Settlement Day and appearing on the Relevant Screen Page.

If the value of either or both of €STR Index$_{Start}$ or €STR Index$_{End}$ is not published or displayed on the ECB's Website or the Relevant Screen Page by the administrator of the €STR Index or other information service by 5.00 p.m. (Central European Time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of €STR Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the €STR Benchmark for the applicable Interest Period for which the €STR Index is not

available shall be determined as set out under Condition 6.9(ii)(2) (*€STR Compound with Observation Period Shift*) above as if €STR Compound with Observation Period Shift were specified as applicable in the relevant Final Terms, and for these purposes: the Observation Shift Days in respect of the applicable Interest Period for which the €STR Index is not available shall be deemed to be equal to the Relevant Number of T2 Settlement Days plus one (or such other number of T2 Settlement Days as is specified for this purpose in the applicable Final Terms), as if such alternative elections had been made in the applicable Final Terms.

"**€STR Index$_{End}$**" means, in respect of an Interest Period, the €STR Index value on the date that is the Relevant Number of T2 Settlement Days specified in the relevant Final Terms preceding (a) the Interest Payment Date relating to such Interest Period or (b) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period).

"**€STR Index$_{Start}$**" means, in respect of an Interest Period, the €STR Index value on the date that is the Relevant Number of T2 Settlement Days preceding the first date of the relevant Interest Period.

"Relevant Number" means the number specified as such in the applicable Final Terms (or, if no such number is specified, five).

For the purposes of this Condition 6.9, if €STR in respect of any T2 Settlement Day (the "**Relevant T2 Settlement Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of €STR, by either (A) the immediately following T2 Settlement Day (or any amended publication day for €STR as specified by the administrator of €STR in the €STR benchmark methodology) or (B) such other date and time on which €STR for the Relevant T2 Settlement Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Condition 6.20 (*General Fallback Arrangements*) (as applicable) have occurred, €STR for the Relevant T2 Settlement Day shall be deemed to be the rate equal to €STR for the most recent T2 Settlement Day in respect of which €STR was so published or provided.

6.10 *Provisions specific to SARON as Reference Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which a Floating Interest Rate is to be determined and SARON is specified in the relevant Final Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant SARON Benchmark plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (as specified in the relevant Final Terms), subject to a minimum of zero per cent.

(ii) The "**SARON Benchmark**" will be determined based on SARON Compound with Lookback, SARON Compound with Observation Period Shift, SARON Compound with Payment Delay or SAION Index Average, as follows:

(1) if SARON Compound with Lookback ("**SARON Compound with Lookback**") is specified as applicable in the relevant Final Terms, the SARON Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SARON interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SARON}_{i-\text{xZBD}}\times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_0**" for any Interest Period, means the number of Zurich Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Interest Period;

"**Lookback Days**" means the number of Zurich Banking Days specified in the relevant Final Terms;

"**n_i**" for any Zurich Banking Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following Zurich Banking Day ("**i+1**");

"**$\text{SARON}_{i-\text{xZBD}}$** " for any Zurich Banking Day "i" in the relevant Interest Period, is equal to SARON in respect of the Zurich Banking Day falling a number of Zurich Banking Days prior to that day "i" equal to the number of Lookback Days.

(2) if SARON Compound with Observation Period Shift ("**SARON Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms, the SARON Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SARON interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SARON}_i\times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**d_0**" for any Observation Period, means the number of Zurich Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Observation Period;

"**n_i**" for any Zurich Banking Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following Zurich Banking Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of Zurich Banking Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of Zurich Banking Days equal to the Observation Shift Days preceding the Interest Period End Date for such Interest Period;

"**Observation Shift Days**" means the number of Zurich Banking Days specified in the relevant Final Terms; and

"**SARON$_i$**" for any Zurich Banking Day "i" in the relevant Observation Period, is equal to SARON in respect of that day "i".

(3) if SARON Compound with Payment Delay ("**SARON Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the SARON Benchmark for each Interest Period shall be equal to the rate of return of a daily compound SARON interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SARON}_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_0**" for any Interest Period, means the number of Zurich Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Interest Period;

"**n_i**" for any Zurich Banking Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following Zurich Banking Day ("**i+1**");

"**SARON$_i$**" for any Zurich Banking Day "i" in the relevant Interest Period, is equal to SARON in respect of that day "i".

Where "SARON Compound with Payment Delay" applies, for the purposes of calculating SARON with respect to the final Interest Period, the level of SARON for each Zurich Banking Day in the period from (and including) the SARON Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of SARON in respect of such SARON Rate Cut-Off Date.

(4) if SAION Index Average ("**SAION Index Average**") is specified as applicable in the relevant Final Terms, the SARON Benchmark for each Interest Period shall be equal to the rate of return of the SAION Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{SAION\ Index_{End}}{SAION\ Index_{Start}}-1\right)\times\left(\frac{360}{d}\right)$$

where:

"**d**" means the number of calendar days from, and including, the SAION Index$_{Start}$ to, but excluding, the SAION Index$_{End}$.

"Relevant Number" means the number specified as such in the applicable Final Terms (or, if no such number is specified, five).

"**SAION Index**" means, in respect of any Zurich Banking Day, the SAION Index in relation to such Zurich Banking Day as provided by SIX Financial Information AG (or any successor administrator) to authorised distributors and as then published on the Relevant Screen Page, or if the Relevant Screen Page is unavailable, as

otherwise published by such administrator or authorised distributors, in each case on such Zurich Banking Day.

If the value of either or both of SAION $\text{Index}_{\text{Start}}$ or SAION $\text{Index}_{\text{End}}$ is not published or displayed by the administrator of the SARON or other information service by 6.00 p.m. (Zurich time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SAION Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the SARON Benchmark for the applicable Interest Period for which the SAION Index is not available shall be determined as set out under Condition 6.10 (ii)(2) (*SARON Compound with Observation Period Shift*) above as if SARON Compound with Observation Period Shift were specified as applicable in the relevant Final Terms, and for these purposes the Observation Shift Days in respect of the applicable Interest Period for which the SAION Index is not available shall be deemed to be equal to the Relevant Number of Zurich Banking Days plus one (or such other number of Zurich Banking Days as is specified for this purpose in the applicable Final Terms), as if such alternative elections had been made in the applicable Final Terms.

"**SAION $\text{Index}_{\text{End}}$**" means, with respect to an Interest Period, the SAION Index value on the date that is the Relevant Number of Zurich Banking Days preceding (a) the Interest Payment Date relating to such Interest Period or (b) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period).

"**SAION $\text{Index}_{\text{Start}}$**" means, with respect to an Interest Period, the SAION Index value on the date that is the Relevant Number of Zurich Banking Days preceding the first date of the relevant Interest Period.

For the purposes of this Condition 6.10, if SARON in respect of any Zurich Banking Day (the "**Relevant Zurich Banking Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of SARON, by either (A) that Zurich Banking Day (or any amended publication day for SARON as specified by the administrator of SARON in the SARON benchmark methodology) or (B) such other date and time on which SARON for the Relevant Zurich Banking Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Condition 6.20 (*General Fallback Arrangements*) (as applicable) have occurred, SARON for the Relevant Zurich Banking Day shall be deemed to be the rate equal to SARON for the most recent Zurich Banking Day in respect of which SARON was so published or provided.

6.11 *Provisions specific to TONA as Reference Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which a Floating Interest Rate is to be determined and TONA is specified in the relevant Final Terms as the Reference Rate, the Floating Interest Rate for an Interest Period will be the relevant TONA Benchmark plus or minus (as indicated in the applicable Final Terms) the Margin (if any) (as specified in the relevant Final Terms), subject to a minimum of zero per cent.

(ii) The "**TONA Benchmark**" will be determined based on TONA Compound with Lookback, TONA Compound with Observation Period Shift, TONA Compound with Payment Delay or TONA Index Average, as follows:

(1) if TONA Compound with Lookback ("**TONA Compound with Lookback**") is specified as applicable in the relevant Final Terms, the TONA Benchmark for each

Interest Period shall be equal to the rate of return of a daily compound TONA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{TONA}_{i-\mathrm{pTBD}}\times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_0**" for any Interest Period, means the number of Tokyo Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Interest Period;

"**Lookback Days**" means the number of Tokyo Banking Days specified in the relevant Final Terms;

"**n_i**" for any Tokyo Banking Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following Tokyo Banking Day ("**i+1**");

"**$\mathrm{TONA}_{i\text{-}pTBD}$**" for any Tokyo Banking Day "i" in the relevant Interest Period, is equal to TONA in respect of the Tokyo Banking Day falling a number of Tokyo Banking Days prior to that day "i" equal to the number of Lookback Days.

(2) if TONA Compound with Observation Period Shift ("**TONA Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms, the TONA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound TONA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{TONA}_i\times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**d_0**" for any Observation Period, means the number of Tokyo Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Observation Period;

"**n_i**" for any Tokyo Banking Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following Tokyo Banking Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of Tokyo Banking Days equal to the Observation Shift Days preceding the first day of such Interest Period to, but excluding, the date falling a number of Tokyo Banking Days equal to the

Observation Shift Days preceding the Interest Period End Date for such Interest Period;

"**Observation Shift Days**" means the number of Tokyo Banking Days specified in the relevant Final Terms; and

"**$TONA_i$**" for any TONA Banking Day "i" in the relevant Observation Period, is equal to TONA in respect of that day "i".

(3) if TONA Compound with Payment Delay ("**TONA Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the TONA Benchmark for each Interest Period shall be equal to the rate of return of a daily compound TONA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{TONA}_i \times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Period;

"**d_0**" for any Interest Period, means the number of Tokyo Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Interest Period;

"**n_i**" for any Tokyo Banking Day "i" in the relevant Interest Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following Tokyo Banking Day ("**i+1**");

"**$TONA_i$**" for any Tokyo Banking Day "i" in the relevant Interest Period, is equal to TONA in respect of that day "i".

Where "TONA Compound with Payment Delay" applies, for the purposes of calculating TONA with respect to the final Interest Period, the level of TONA for each Tokyo Banking Day in the period from (and including) the TONA Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of TONA in respect of such TONA Rate Cut-Off Date.

(4) if TONA Index Average ("**TONA Index Average**") is specified as applicable in the relevant Final Terms, the TONA Benchmark for each Interest Period shall be equal to the rate of return of the TONA Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{TONA\ Index_{End}}{TONA\ Index_{Start}}-1\right)\times\left(\frac{365}{d}\right)$$

where:

"**d**" means the number of calendar days from, and including, the TONA $\mathrm{Index}_{\mathrm{Start}}$ to, but excluding, the TONA $\mathrm{Index}_{\mathrm{End}}$.

"Relevant Number" means the number specified as such in the applicable Final Terms (or, if no such number is specified, five).

"**TONA Index**" means, in respect of any Tokyo Banking Day, the TONA Index in relation to such Tokyo Banking Day as provided by QUICK Corp (or any successor administrator) and published on the Relevant Screen Page, or if the Relevant Screen Page is unavailable, as otherwise published by QUICK Corp. (or successor administrator), in each case on such Tokyo Banking Day.

If the value of either or both of TONA $\text{Index}_{\text{Start}}$ or TONA $\text{Index}_{\text{End}}$ is not published or displayed on the Relevant Screen Page by the administrator of the TONA Index or other information service by 5.00 p.m. (Tokyo time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the TONA Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the TONA Benchmark for the applicable Interest Period for which the TONA Index is not available shall be determined as set out under Condition 6.11(ii)(2) (TONA Compound with Observation Period Shift) above as if TONA Compound with Observation Period Shift were specified as applicable in the relevant Final Terms, and for these purposes: the Observation Shift Days in respect of the applicable Interest Period for which the TONA Index is not available shall be deemed to be equal to the Relevant Number of Tokyo Banking Days plus one (or such other number of Tokyo Banking Days as is specified for this purpose in the applicable Final Terms), as if such alternative elections had been made in the applicable Final Terms.

"**TONA** $\textbf{Index}_{\textbf{End}}$" means, with respect to an Interest Period, the TONA Index value on the date that is the Relevant Number of Tokyo Banking Days preceding (a) the Interest Payment Date relating to such Interest Period or (b) such other date on which the relevant payment of interest falls due (but which by its definition or the operation of the relevant provisions is excluded from such Interest Period).

"**TONA** $\textbf{Index}_{\textbf{Start}}$" means, with respect to an Interest Period, the TONA Index value on the date that is the Relevant Number of Tokyo Banking Days preceding the first date of the relevant Interest Period.

For the purposes of this Condition 6.11, if TONA in respect of any Tokyo Banking Day (the "**Relevant Tokyo Banking Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of TONA, by either (A) the immediately following Tokyo Banking Day (or any amended publication day for TONA as specified by the administrator of TONA in the TONA benchmark methodology) or (B) such other date and time on which TONA for the Relevant Tokyo Banking Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Condition 6.20 (*General Fallback Arrangements*) (as applicable) have occurred, TONA for the Relevant Tokyo Banking Day shall be deemed to be the rate equal to TONA for the most recent Tokyo Banking Day in respect of which TONA was so published or provided.

6.12 *Securities-Linked, Currency-Linked, Inflation-Linked Interest, Fund-Linked, Futures Contract-Linked and Rate-Linked Note Provisions*: If one or more of the Securities-Linked, Currency-Linked, Inflation-Linked, Fund-Linked, Futures Contract-Linked or Rate-Linked Interest Note Provisions are specified in the applicable Final Terms as being applicable, the interest payable in respect of the Notes for each Interest Period will be determined in accordance with such applicable provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms. If more than one of the Securities-Linked, Currency-Linked, Inflation-Linked Interest, Fund-Linked, Futures Contract-Linked or Rate-Linked Note Provisions are specified in the applicable Final Terms as being applicable such Note shall constitute **Hybrid Notes**.

6.13 *Maximum or Minimum Rate of Interest*: If any Maximum Rate of Interest or Minimum Rate of Interest is specified in the applicable Final Terms, then the Rate of Interest shall in no event be greater than the maximum or be less than the minimum so specified. For the avoidance of doubt, in no event, will the relevant Interest Amount be less than zero.

6.14 *Rate Multiplier:* if the applicable Final Terms specify a Rate Multiplier (the **Rate Multiplier**) for any Interest Period, then the Rate of Interest in respect of any such Interest Period shall be multiplied by the relevant Rate Multiplier, subject always to the Minimum Rate of Interest and/or Maximum Rate of Interest as described above.

6.15 *Calculation of Interest Amount*: In respect of Floating Rate Notes, the Calculation Agent will, as soon as practicable after the time at which the Rate of Interest is to be determined in relation to each Interest Period, calculate the Interest Amount payable in respect of each Floating Rate Note for such Interest Period. The Interest Amount will be calculated by applying the Rate of Interest for such Interest Period to the Calculation Amount, multiplying the product by the relevant Day Count Fraction, rounding the resulting figure to the nearest sub-unit of the Specified Currency (half a sub-unit being rounded upwards) and multiplying such rounded figure by a fraction equal to the Specified Denomination of the relevant Note divided by the Calculation Amount. For this purpose a **sub-unit** means, in the case of any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, in the case of euro, means one cent.

Other than where ISDA Determination is specified in the applicable Final Terms, in the event that any rate (a **Relevant Rate**) used to calculate a Rate of Interest in respect of the Floating Rate Notes is subsequently corrected by the administrator or (if none) provider of such rate (the **Administrator**), and the correction (the **Corrected Rate**) is published after the original publication but no later than (a) the Correction Cut-off Time specified in the applicable Final Terms or, if none, (b) the longer of (i) one hour after such original publication and (ii) any other period for corrections specified by the Administrator in its methodology for the Relevant Rate, then PROVIDED THAT such Corrected Rate is published on or prior to the date falling two Business Days prior to the date on which a related payment is scheduled to be made under the Notes (the **Relevant Scheduled Payment Date**), then such Corrected Rate shall be deemed to be the relevant Relevant Rate and the Determination Agent shall use such Corrected Rate in determining any relevant amount payable in respect of the Notes. Any corrections published after the second Business Day prior to the Relevant Scheduled Payment Date shall be disregarded for the purposes of determining the relevant Relevant Rate.

6.16 *Publication*: The Calculation Agent will cause each Rate of Interest and Interest Amount determined by it, together with the relevant Interest Payment Date, and any other amount(s) required to be determined by it under these Conditions, together with any relevant payment date(s), to be notified to the Paying Agents and each listing authority, stock exchange and/or quotation system (if any) by which the Notes have been admitted to listing, trading and/or quotation as soon as practicable after such determination and in any event not later than 15 Business Days after such determination. Notice thereof shall also be given to the Noteholders as soon as practicable after such determination and in any event not later than 15 Business Days after such determination. The Calculation Agent will be entitled to recalculate any Interest Amount (on the basis of the foregoing provisions) in the event of an extension or shortening of the relevant Interest Period and shall be required to notify the Noteholders, the Paying Agents and each listing authority, stock exchange and/or quotation system (if any) by which the Notes have been admitted to listing, trading and/or quotation as soon as practicable after such recalculation and in any event not more than 15 Business Days after such recalculation has been made.

6.17 *Notifications etc*: All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of this Condition 14 (*Provisions Relating to Rate-Linked Notes*) by the Calculation Agent will (in the absence of manifest error) be binding on the Issuer, the Paying Agents and the Noteholders and (subject as aforesaid) no liability to any such Person will attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions for such purposes.

6.18 *Relevant Rates Benchmark Discontinuance or Prohibition on Use:* If (i) Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*) do not apply, (ii) the applicable Final Terms specifies that the provisions of this Condition 6.18 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) are applicable and (ii) unless otherwise specified in the Final Terms, where ISDA Determination is specified in the applicable Final Terms as the manner in which the Floating Interest Rate is to be determined, after application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option (as defined in the ISDA Definitions) to apply following the occurrence of any of the following events and the application of such ISDA Bespoke Fallbacks fails to provide a means of determining the relevant Floating Rate (as defined in the ISDA Definitions), then, notwithstanding the terms set forth elsewhere in these Conditions, if the Determination Agent determines that any of the following events has occurred:

6.18.1 a public statement or publication of information by or on behalf of the administrator of the Relevant Rates Benchmark announcing that it has ceased or will cease to provide the Relevant Rates Benchmark permanently or indefinitely, provided that, at the time of statement or publication, there is no successor administrator that will continue to provide the Relevant Rates Benchmark; or

6.18.2 a public statement or publication of information by the regulatory supervisor for the administrator of the Relevant Rates Benchmark, the central bank for the currency of the Relevant Rates Benchmark, an insolvency official with jurisdiction over the administrator of the Relevant Rates Benchmark, a resolution authority with jurisdiction over the administrator of the Relevant Rates Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator of the Relevant Rates Benchmark, which states that the administrator of the Relevant Rates Benchmark has ceased or will cease to provide the Relevant Rates Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the Relevant Rates Benchmark; or

6.18.3 unless otherwise specified in the Final Terms, an Administrator/Benchmark Event occurs in relation to a Relevant Rates Benchmark,

then the Determination Agent may use, as a substitute for the Relevant Rates Benchmark, and for each future Interest Determination Date (or other rate fixing date), the alternative rates benchmark determined in accordance with the following provisions:

(i) if an alternative reference rate, index or benchmark is specified in the Final Terms for this purpose (an **Alternative Pre-nominated Reference Rate**), such Alternative Pre-nominated Reference Rate; or

(ii) if an Alternative Pre-nominated Reference Rate is not specified in the Final Terms, the alternative reference rate, index or benchmark selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the applicable index currency that is

consistent with accepted market practice (the rate determined under sub-paragraph (i) above or this sub-paragraph (ii), the **Alternative Rate**).

The Determination Agent may, after consultation with the Issuer, determine any adjustments to the Alternative Rate or the Margin (which may include the addition of an adjustment spread, which may be positive or negative, in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of the Relevant Rates Benchmark with the Alternative Rate), as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Notes, in each case that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Notes.

If the Determination Agent determines, after consultation with the Issuer, that no such Alternative Rate exists on the relevant date, it may, after consultation with the Issuer, determine an alternative rate to be used as a substitute for the Relevant Rates Benchmark (which shall be the "Alternative Rate" for the purposes of these provisions), as well as any adjustments to the Margin (including any adjustment spread), the Business Day Convention, the Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions in respect of the Notes, in each case, that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Notes.

The Issuer will then provide a notice, in accordance with Condition 26 (*Notices*), to Noteholders to inform them of the occurrence of any of events listed in Clauses 6.18.1 to 6.18.3, the Alternative Rate and any adjustment determinations which will apply to the Notes. The notice shall also confirm the effective date of the Alternative Rate and any adjustments.

Notwithstanding anything else in this Condition 6.18, if the Determination Agent determines that the selection of a particular index, benchmark or other price as an "Alternative Rate" (taking into account any necessary adjustments that would need to be made in accordance with this Condition 6.18) (1) is or would be unlawful under any applicable law or regulation; or (2) would contravene any applicable licensing requirements; or (3) would result in the Determination Agent, the Issuer or the Calculation Agent being considered to be administering a benchmark, index or other price source whose production, publication, methodology or governance would subject the Determination Agent, the Issuer or the Calculation Agent to material additional regulatory obligations which it is unwilling to undertake, then the Determination Agent shall not select such index, benchmark or price source as the Alternative Rate.

If the Determination Agent is unable to identify an Alternative Rate and determine the necessary adjustments to the terms of the Notes, then the Issuer may, in its reasonable discretion, determine that the Notes shall be redeemed as of any later date. If the Issuer so determines that the Notes shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Noteholders to redeem the Notes and upon redemption the Issuer will pay in respect of each Note an amount equal to either:

(A) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(B) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(C) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without accrued interest;

(D) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(E) If "Early Redemption Amount (Benchmark Trigger Event) - Fair Market Value Less Costs" is specified in the Final Terms, the fair market value of such Note, on such date as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Notes of the reasonable cost to the Issuer and/ or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(F) If "Early Redemption Amount (Benchmark Trigger Event) - Fair Market Value" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

The Issuer's obligations under the Notes shall be satisfied in full upon payment of such amount.

In the case where ISDA Determination is specified in the applicable Final Terms as the manner in which the Floating Interest Rate is to be determined and the application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option results in a replacement of, modification to, or change in the method of calculating, the Floating Rate (or the index, benchmark or other price source that is referred to in the Floating Rate Option), the Determination Agent may, after consultation with the Issuer, determine any adjustments to the Floating Rate and the Margin (including any adjustment spread) as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Notes, in each case that are consistent with accepted market practice for the use of such replacement or modified Floating Rate for debt obligations such as the Notes. The Issuer will provide a notice, in accordance with Condition 26 (*Notices*), to Noteholders to inform them of any adjustment determinations which will apply to the Notes. The notice shall also confirm the effective date of any adjustments.

6.19 *CMS Reference Rate – Effect of Index Cessation Event*

This Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*) applies where (i) the Relevant Rates Benchmark is a CMS Reference Rate and (ii) the applicable Final Terms specifies that the provisions of this Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*) are applicable.

(a) *Index Cessation*. If, as of an Interest Determination Date or any other relevant day on which a CMS Reference Rate is to be determined, an Index Cessation Effective Date with respect to the applicable tenor of the then-current CMS Reference Rate has occurred, then the CMS Reference Rate in respect of such Interest Determination Date or other relevant day (as applicable) and each subsequent Interest Determination Date or other relevant day (as applicable) shall be the sum of (i) the Benchmark Replacement; and (ii) any adjustment spread (which may be a positive or negative value or zero), in each case determined on that Interest Determination Date or other relevant day (as applicable) by the Determination Agent acting in good faith and in a commercially reasonable manner. Following the occurrence of an Index Cessation Effective Date in respect of one or more Index Cessation Events, the determination of the Benchmark Replacement and any adjustment spread will be a one-time process and will apply to each following Interest Determination Date or other relevant day (as applicable).

(b) *Early Redemption*. If the implementation of any Benchmark Replacement or Benchmark Replacement Conforming Changes results in a calculation of the CMS Reference Rate that is not consistent with market practice as determined by the Determination Agent, the Issuer may, in its reasonable discretion, determine that the Notes shall be redeemed as of any later date. If the Issuer so determines that the Notes shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Noteholders to redeem the Notes and upon redemption the Issuer will pay in respect of each Note an amount equal to:

(i) if "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(ii) if "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(iii) if "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without accrued interest;

(iv) if "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(v) if "Early Redemption Amount (CMS Reference Rate) – Fair Market Value Less Costs" is specified in the applicable Final Terms, an amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer

and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion; or

(vi) if "Early Redemption Amount (CMS Reference Rate) - Fair Market Value" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

The Issuer's obligation under the Notes shall be satisfied in full upon payment of such amount.

(c) *Decisions and Determinations*. Any determination, decision, selection or election that may be made by the Issuer, the Determination Agent or their respective designees, pursuant to this Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*), including any determination with respect to a tenor, rate, spread or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any determination, decision, selection or election:

(i) will be conclusive and binding absent manifest error;

(ii) will be made in such person's sole discretion; and

(iii) notwithstanding anything to the contrary in the terms and conditions relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

(d) For the purposes of this Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*), the following terms shall bear the following meanings:

Benchmark Replacement means the first alternative benchmark set forth in the order below that can be determined by the Determination Agent as of the Interest Determination Date or other relevant day on which a CMS Reference Rate is to be determined, in each case next succeeding the relevant Index Cessation Effective Date (or, if the Index Cessation Effective Date occurs on the Interest Determination Date or other relevant day, that Interest Determination Date or other relevant day (as applicable)):

(i) if an alternative reference rate, index or benchmark is specified in the Final Terms for this purpose (an **Alternative Pre-nominated Reference Rate**), such Alternative Pre-nominated Reference Rate;

(ii) the alternate rate of interest that has been selected or recommended by the relevant governmental body or agency with jurisdiction over the then-current CMS Reference Rate or the administrator thereof as the replacement for the then-current CMS Reference Rate for the applicable index maturity; or

(iii) the alternate rate of interest that has been selected by the Determination Agent as the replacement for the then-current CMS Reference Rate for the applicable index maturity giving due consideration to any industry-accepted replacement rate for the then-current CMS Reference Rate for floating rate notes denominated in the Index Currency at such time, including any alternate rate recommended by the International Swaps and Derivatives Association, Inc. or any successor thereto.

In connection with the implementation of a Benchmark Replacement, the Determination Agent or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

Benchmark Replacement Conforming Changes means, with respect to any Benchmark Replacement, any changes (including changes to the definition of "Interest Period", the timing and frequency of determining rates and making payments of interest, and other administrative matters) that the Determination Agent or its designee determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Determination Agent or its designee determines that adoption of any portion of such market practice is not administratively feasible or if the Determination Agent or its designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Determination Agent or its designee determines is reasonably necessary).

CMS Reference Rate means, initially, the CMS Reference Rate specified in the applicable Final Terms; provided that if an Index Cessation Effective Date has occurred with respect to such rate or the then-current CMS Reference Rate, then "CMS Reference Rate" means the applicable Benchmark Replacement. For the avoidance of doubt, such Benchmark Replacement will replace the then-current CMS Reference Rate for all purposes relating to the Notes.

Index Cessation Effective Date means, in respect of the then-current CMS Reference Rate and one or more Index Cessation Events, the first date on which the CMS Reference Rate would ordinarily have been published or provided and is no longer published or provided. If the CMS Reference Rate ceases to be provided on an Interest Determination Date or other relevant day, but it was provided at the time at which it is to be observed pursuant to these Conditions, then the Index Cessation Effective Date will be the next day on which the rate would ordinarily have been published or provided.

Index Cessation Event means, in respect of the then-current CMS Reference Rate:

(i) a public statement or publication of information by or on behalf of the administrator of the CMS Reference Rate announcing that it has ceased or will cease to provide the CMS Reference Rate, permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the CMS Reference Rate;

(ii) a public statement or publication of information by the regulatory supervisor for the administrator of the CMS Reference Rate, the central bank for the currency of the CMS Reference Rate, an insolvency official with jurisdiction over the administrator for the CMS Reference Rate, a resolution authority with jurisdiction over the administrator for the CMS Reference Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the CMS Reference Rate, which states that the administrator of the CMS Reference Rate has ceased or will cease to provide the CMS Reference Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator that will continue to provide the CMS Reference Rate;

(iii) unless otherwise specified in the applicable Final Terms, an Administrator/Benchmark Event occurs with respect to the CMS Reference Rate (with the CMS Reference Rate being the Relevant Rates Benchmark for the purpose of the definition of "Administrator/Benchmark Event").

Index Currency means the currency in respect of which the relevant CMS Reference Rate is calculated or expressed, as determined by the Determination Agent.

(e) *Application to multiple CMS Reference Rates.* If either:

(i) the CMS Interest Rate is specified in the applicable Final Terms to be "Spread CMS Rate"; or

(ii) the Notes otherwise reference more than one CMS Reference Rate,

the foregoing provisions of this Condition 6.19 (*CMS Reference Rate – Effect of Index Cessation Event*) shall apply separately for each of CMS Reference Rate so referenced (including each of CMS Reference Rate 1 and CMS Reference Rate 2 in the case where the CMS Interest Rate is a "Spread CMS Rate" and for the purpose of construing such provisions, each of CMS Reference Rate 1 and CMS Reference Rate 2 shall be the "CMS Reference Rate"). However, if an Index Cessation Effective Date has occurred in respect of one or more CMS Reference Rate(s) (the **Impacted CMS Reference Rate(s)**) but not all of the CMS Reference Rate(s) referenced by the Notes (the **Non-Impacted CMS Reference Rate(s)**), the Issuer or its designee may elect to treat each of the Non-Impacted CMS Reference Rate(s) as if an Index Cessation Effective Date had occurred in respect of such Non-Impacted CMS Reference Rate and apply the foregoing provisions accordingly.

6.20 *General Fallback Arrangements*

Notwithstanding the terms set forth elsewhere in these Conditions, if the applicable Final Terms specifies that the provisions of Condition 6.18 (*Relevant Rates Benchmark Discontinuance or Prohibition on Use*) do not apply, unless otherwise specified in the Final Terms, where ISDA Determination is specified in the applicable Final Terms as the manner in which the Floating Interest Rate is to be determined, after application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option (as defined in the ISDA Definitions) to apply following the occurrence of any of the following events and the application of such ISDA Bespoke Fallbacks fails to provide a means of determining the relevant Floating Rate (as defined in the ISDA Definitions), in the case where the Relevant Rates Benchmark is a EURIBOR, SONIA, €STR, SARON, or TONA and such Relevant Rates Benchmark has been permanently discontinued, then, upon the occurrence of a public statement or publication of information by the regulatory supervisor for the administrator of the Relevant Rates Benchmark announcing that the Relevant Rates Benchmark is no longer representative, the Determination Agent will use, as a substitute for such Relevant Rates Benchmark, and for each future Interest Determination Date, the alternative reference rate or index selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the applicable index currency that is consistent with accepted market practice (the "**Alternative Rate**").

The Determination Agent will, after consultation with the Issuer, make such adjustments to the Alternative Rate or the Margin, as well as the applicable Business Day Convention, Interest Determination Dates and related provisions and definitions of the Notes, in each case that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Notes. However, in the case of EURIBOR only, if the Determination Agent determines, after consultation with the Issuer, that no such Alternative Rate exists on the relevant date, it shall make a determination, after consultation with the Issuer, of an alternative rate as a substitute for EURIBOR, for debt obligations such as the Notes, as well as the Margin, the Business Day Convention and the Interest Determination Dates in respect of the Notes, that is consistent with accepted market practice.

In the case where ISDA Determination is specified in the applicable Final Terms as the manner in which the Floating Interest Rate is to be determined, and the application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option results in a replacement of, modification to, or change in the method of calculating, the Floating Rate (or the index, benchmark or other price source that is referred to in the Floating Rate Option), the Determination Agent may, after consultation with the Issuer, determine any adjustments to the Floating Rate and the Margin, (including any adjustment spread) as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and

related provisions and definitions of the Notes, in each case that are consistent with accepted market practice for the use of such replacement or modified Floating Rate for debt obligations such as the Notes. The Issuer will provide a notice, in accordance with Condition 26 (*Notices*), to Noteholders to inform them of any adjustment determinations which will apply to the Notes. The notice shall also confirm the effective date of any adjustments.

6.21 *Spread Floating Rate*

If "Spread Floating Rate" is specified in the applicable Final Terms, then the Interest Rate in respect of an Interest Period or any relevant day will be equal to the sum of the Margin and the Spread Rate, subject always to the Minimum Rate of Interest and/or Maximum Rate of Interest as described above.

6.22 *Spread Floating Rate with Last Coupon*

If the applicable Final Terms specify that "Spread Floating Rate" and "Last Coupon" are applicable and on any Last Coupon Observation Date (as specified as such in the applicable Final Terms) the sum of the Coupon Amounts paid to the Noteholders is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Last Coupon Barrier Value (expressed as a percentage) for such Interest Determination Date, then the Issuer will on the immediately following Last Coupon Payment Date (as specified in the applicable Final Terms) pay interest on the Notes in an amount equal to the difference between (A) a percentage equal to the Last Coupon Barrier Value and (B) the sum of the Coupon Amounts paid to the Noteholders, expressed as a percentage of the Calculation Amount.

7. ZERO COUPON NOTE PROVISIONS

7.1 *Application*: This Condition 7 (*Zero Coupon Note Provisions*) is applicable to the Notes only if the Zero Coupon Note Provisions are specified in the applicable Final Terms as being applicable.

7.2 *Late payment on Zero Coupon Notes*: If the Redemption Amount payable in respect of any Zero Coupon Note is improperly withheld or refused, the Redemption Amount shall thereafter be an amount equal to the product of:

7.2.1 If "**Compounded**" is specified in the applicable Final Terms, (a) the Calculation Amount of such Zero Coupon Note and (b) the percentage produced by the following formula:

$$\text{Reference Price} \times (1 + \text{Accrual Yield})^{n}$$

7.2.2 If "**Linear**" is specified in the applicable Final Terms, (a) the Calculation Amount of such Zero Coupon Note and (b) the percentage produced by the following formula:

$$\text{Reference Price} + \text{Reference Price} \times n \times \text{Accrual Yield}$$

In each case, where "n" means the number of years from (and including) the Issue Date (or such other date as may be specified in the applicable Final Terms as the "**Accrued Value Commencement Date**") to (but excluding) whichever is the earlier of (i) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (ii) the day which is fifteen Business Days after the Fiscal Agent has notified the Noteholders that it has received all sums due in respect of the Notes up to such fifteenth Business Days (except to the extent that there is any subsequent default in payment) and where

such calculation is to be made for a period which is not a whole number of years, the calculation shall be made on the basis of such Day Count Fraction as may be specified in the applicable Final Terms or, if none is so specified, a Day Count Fraction of 30/360.

8. SECURITIES-LINKED, CURRENCY-LINKED, INFLATION-LINKED, FUND-LINKED, FUTURES CONTRACT-LINKED AND RATE-LINKED NOTES PROVISIONS

8.1 Morgan Stanley, MSIP, MSBV, MSFL or MSESE may issue Notes:

8.1.1 the payment of interest which is linked to the shares of an entity (**Single Share-Linked Interest Notes**) or a basket of shares (**Share Basket-Linked Interest Notes**) of entities not affiliated with the Issuer and/or to a single equity index (**Single Equity Index-Linked Interest Notes**) or basket of equity indices (**Equity Index Basket-Linked Interest Notes**) and/or interests in a single exchange traded fund (**Single ETF-Linked Interest Notes**) or basket of exchange traded funds (**ETF Basket-Linked Interest Notes** and together with Single Share-Linked Interest Notes, Share Basket-Linked Interest Notes, Single Equity Index-Linked Interest Notes, Equity Index Basket-Linked Interest Notes and Single ETF-Linked Interest Notes, **Equity-Linked Interest Notes**), and/or to a single debt securities index (**Single Bond Index-Linked Interest Notes**) or basket of debt securities indices (**Bond Index Basket-Linked Interest Notes**, and together with the Equity Linked Interest Notes and the Single Bond Index-Linked Interest Notes, the **Securities-Linked Interest Notes**);

8.1.2 the payment of principal which, at maturity or upon the occurrence of an Automatic Early Redemption Event (as defined in Condition 16.12 below), is linked to the shares of an entity (**Single Share-Linked Redemption Notes**, and together with Single Share-Linked Interest Notes, the **Single Share Notes**) or a basket of shares (**Share Basket-Linked Redemption Notes** and along with Share Basket-Linked Interest Notes, **Share Basket Notes**) of entities not affiliated with the Issuer and/or to a single index (**Single Equity Index-Linked Redemption Notes**, and together with Single Equity Index-Linked Interest Notes, **Single Equity Index-Linked Notes**) or indices of shares (**Equity Index Basket-Linked Redemption Notes**, and along with Equity Index Basket-Linked Interest Notes, **Equity Index Basket Notes**) and/or interests in a single exchange traded fund (**Single ETF-Linked Redemption Notes**, and together with Single ETF-Linked Interest Notes, **Single ETF Notes**) or basket of exchange traded funds (**ETF Basket-Linked Redemption Notes**, and (i) together with ETF Basket-Linked Interest Notes, **ETF Basket Notes**, and (ii) together with Single Share-Linked Redemption Notes, Basket Share-Linked Redemption Notes, Single Equity Index-Linked Redemption Notes, Basket Index-Linked Redemption Notes and the Single ETF-Linked Redemption Notes, **Equity-Linked Redemption Notes**), and/or to a single debt securities index (**Single Bond Index-Linked Redemption Notes**, and together with Single Bond Index-Linked Interest Notes, the **Single Bond Index-Linked Notes**) or basket of debt securities indices (**Bond Index Basket-Linked Redemption Notes**, and together with the Bond Index Basket-Linked Interest Notes, the **Bond Index Basket-Linked Notes**, and together with the Single Bond Index-Linked Notes, the **Bond Index-Linked Notes**). Equity-Linked Redemption Notes and Equity-Linked Interest Notes shall together be referred to as **Equity-Linked Notes** and together with the Bond Index-Linked Notes, shall be referred to as the **Securities-Linked Notes**. The Single Equity Index-Linked Notes and the Single Bond Index-Linked Notes together the **Single Index Notes**, the Equity Index Basket Notes and the Bond Index Basket-Linked Notes together the **Basket Index Notes** and the Single Index Notes and the Basket Index Notes shall together be referred to as **Index-Linked Notes**;

8.1.3 the payment of interest which is to be determined by reference to a single currency in comparison with another currency (**Single Currency-Linked Interest Notes**) or a basket of currencies in comparison with one or more other currencies (**Currency Basket-Linked**

Interest Notes and together with the Single Currency-Linked Interest Notes, the **Currency-Linked Interest Notes**);

8.1.4 the payment of principal which, at maturity or upon the occurrence of an Automatic Early Redemption Event (as defined in Condition 16.12 below), is to be determined by reference to a single currency in comparison with another currency (**Single Currency-Linked Redemption Notes**) or to a basket of currencies in comparison with one or more other currencies (**Currency Basket-Linked Redemption Notes**, and together with the Single Currency-Linked Redemption Notes, the **Currency-Linked Redemption Notes**). The Single-Currency-Linked Interest Notes and Single Currency-Linked Redemption Notes shall together be referred to as the **Single Currency-Linked Notes**. The Currency Basket-Linked Interest Notes and the Currency Basket-Linked Redemption Notes shall together be referred to as the **Currency Basket-Linked Notes**. The Currency-Linked Interest Notes and the Currency-Linked Redemption Notes shall together be referred to as the **Currency-Linked Notes**;

8.1.5 the payment of interest which is linked to one or more inflation indices (**Inflation-Linked Interest Notes**),

8.1.6 the payment of principal which, at maturity or upon the occurrence of an Automatic Early Redemption Event (as defined in Condition 16.12 below), is linked to one or more inflation indices (**Inflation-Linked Redemption Notes**, and together with Inflation-Linked Interest Notes, **Inflation-Linked Notes**);

8.1.7 the payment of interest which is linked to interests in a single fund (**Single Fund-Linked Interest Notes**) or in a basket of funds (**Fund Basket-Linked Interest Notes**, and together with Single Fund-Linked Interest Notes, **Fund Linked Interest Notes**);

8.1.8 the payment of principal which, at maturity or upon the occurrence of an Automatic Early Redemption Event (as defined in Condition 16.12 below), is linked to interests in a single fund (**Single Fund-Linked Redemption Notes**) or in a basket of funds (**Fund Basket-Linked Redemption Notes**, and together with the Single Fund-Linked Redemption Notes, the **Fund-Linked Redemption Notes**). The Single Fund-Linked Interest Notes and Single Fund-Linked Redemption Notes shall together be referred to as the **Single Fund-Linked Notes**. The Fund Basket-Linked Interest Notes and the Fund Basket-Linked Redemption Notes shall together be referred to as the **Fund Basket-Linked Notes**. The Fund-Linked Interest Notes and the Fund-Linked Redemption Notes shall together be referred to as the **Fund-Linked Notes**;

8.1.9 the payment of interest which is linked to a single futures contract (**Single Futures Contract-Linked Interest Notes**) or in a basket of futures contracts (**Futures Contract Basket-Linked Interest Notes**, and together with Single Futures Contract-Linked Interest Notes, **Futures Contract-Linked Interest Notes**);

8.1.10 the payment of principal which, at maturity or upon the occurrence of an Automatic Early Redemption Event (as defined in Condition 16.12 below), is linked to a single futures contract (**Single Futures Contract-Linked Redemption Notes**) or in a basket of futures contracts (**Futures Contract Basket-Linked Redemption Notes**, and together with the Single Futures Contract-Linked Redemption Notes, the **Futures Contract-Linked Redemption Notes**). The Single Futures Contract-Linked Interest Notes and Single Futures Contract-Linked Redemption Notes shall together be referred to as the **Single Futures Contract-Linked Notes**. The Futures Contract Basket-Linked Interest Notes and the Futures Contract Basket-Linked Redemption Notes shall together be referred to as the **Futures Contract Basket-Linked Notes**. The Futures Contract-Linked Interest Notes and the Futures Contract-Linked Redemption Notes shall together be referred to as the **Futures Contract-Linked Notes**;

8.1.11 the payment of interest which is linked to one or more benchmark rates (**Rate-Linked Interest Notes**);

8.1.12 the payment of principal which, at maturity or upon the occurrence of an Automatic Early Redemption Event (as defined in Condition 16.12 below), is linked to one or more benchmark rates (**Rate-Linked Redemption Notes**). The Rate-Linked Interest Notes and Rate-Linked Redemption Notes shall together be referred to as the **Rate-Linked Notes**;

8.1.13 if the payment of principal is specified in the applicable Final Terms as linked to several underlyings amongst the underlyings specified in Conditions 8.1.2 and 8.1.4 above in which case the relevant Note shall constitute a **Hybrid Note**; and

in each case, in accordance with the Conditions herein which are specified as applicable to Securities-Linked Notes, Currency-Linked Notes, Inflation-Linked Notes, Fund-Linked Notes, Futures Contract-Linked Notes or Rate-Linked Notes, as the case may be, and the detailed terms and conditions set out in such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms, in accordance with the elections made in the applicable Final Terms.

9. PROVISIONS RELATING TO SECURITIES-LINKED NOTES

This Condition 9 (*Provisions Relating to Securities-Linked Notes*) is applicable only in relation to Notes specified in the relevant Final Terms as being Single Share Notes, Share Basket Notes, Single Index Notes, Index Basket Notes, Single ETF Notes or ETF Basket Notes.

9.1 *Valuation, Market Disruption, Reference Dates and Averaging Dates*

(a) If the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day, then:

(i) relevant Reference Date shall be the earlier of (i) the first succeeding Scheduled Trading Day that is not in the determination of the Determination Agent a Disrupted Day and (ii) the Reference Cut-Off Date (notwithstanding that such Scheduled Trading Day is a Disrupted Day).

(ii) in the case of an Index Basket Note, a Share Basket Note or an ETF Basket Note (as the case may be):

(A) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:

(1) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(2) the Reference Date for any Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an **Affected Basket Component**) shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component; and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Scheduled Trading Day).

(B) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then the Reference Date for each Basket Component shall be the earlier of (i) the first Common Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day with respect to any Basket Component; and (ii) the Reference Cut-Off Date (notwithstanding that such day may not be a Common Scheduled Trading Day).

(C) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:

(1) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(2) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an **Affected Basket Component**) shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component; and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Common Scheduled Trading Day or a Scheduled Trading Day).

(iii) If, in respect of any Single Index Note, Single Share Note, Single ETF Note, Index Basket Note, Share Basket Note or ETF Basket Note (as the case may be), a Reference Date falls on the relevant Reference Cut-Off Date pursuant to this Condition 9.1(a)(iii):

the Determination Agent shall determine:

(A) in respect of a Single Index Note, the level of such Index or the value of such Share or ETF Interest (as the case may be) as at the Determination Time on such Reference Cut-Off Date; or

(B) if such Reference Cut-Off Date is a Disrupted Day:

(1) in respect of Single Index Notes and Index Basket Notes, the Determination Agent shall determine, in its reasonable discretion, the level of such Index as of the Determination Time on the Reference Cut-Off Date 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 Determination Time on that eighth Scheduled Trading Day of each security (or other property) comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on such Reference Cut-Off Date, its estimate of the value for the relevant security as of the Determination Time on such Reference Cut-Off Date, acting in good faith and a commercially reasonable manner); and

(2) Single Share Notes, Single ETF Notes, Underlying Share Basket Notes and ETF Basket Notes (as the case may be), the Determination Agent shall determine, in its reasonable discretion, its estimate of the value for such Underlying Share or ETF Interest (as the case may be) as of

the Determination Time on such Reference Cut-Off Date, acting in good faith and a commercially reasonable manner.

(b) If Averaging Dates are specified in the applicable Final Terms as being applicable, then, notwithstanding any other provisions of these Conditions, the following provisions will apply to the valuation of the relevant Index, Underlying Share, ETF Interest, Basket of Indices, Basket of Shares or Basket of ETF Interests in relation to the relevant Reference Date:

(i) If an Averaging Date is, in respect of a Single Index Note, a Single Share Note or a Single ETF Note, a Scheduled Averaging Date is determined by the Determination Agent to be a Disrupted Day, then if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is:

(A) Omission, then such date will be deemed not to be a relevant Averaging Date in respect of such Reference Date for the purposes of determining the Relevant Underlying Value, as applicable **provided that**, if through the operation of this provision no Averaging Date would occur with respect to the relevant Reference Date, then Condition 9.1(a)(i) will apply for purposes of determining the Relevant Underlying Value on the final Averaging Date in respect of that Reference Date as if such final Averaging Date were a Reference Date that was a Disrupted Day;

(B) Postponement, then Condition 9.1(a)(i) will apply for the purposes of determining the Relevant Underlying Value on that date as if such date were a Reference 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 in respect of the Reference Date; or

(C) Modified Postponement, then the Averaging Date shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Date and (II) the Averaging Cut-Off Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date.

(ii) If, in respect of an Index Basket Note, a Share Basket Note or an ETF Basket Note, a Scheduled Averaging Date in respect of a Reference Date is determined by the Determination Agent to be a Disrupted Day in respect of any Basket Component, then:

(A) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Omission":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) such date shall not be an Averaging Date in respect of such Reference Date for any Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**), provided that if through the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Basket Component, then the sole

Averaging Date for such Affected Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of each such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component;

(2) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Postponement":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component. Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 9.1(b)(ii)(A)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or

(3) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Modified Postponement":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Date in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

(B) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Omission", such date will be deemed not to be a relevant Averaging Date in respect of any Basket Component for the purposes of determining the Relevant Underlying Value, as applicable **provided that**, if through the operation of this provision there would be no Averaging Date in respect of such Reference Date, then the sole Averaging Date for each Basket Component shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day for any Basket Component and (B) the Averaging Cut-

Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day);

(2) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Postponement", then the Averaging Date shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of any Basket Component and (B) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 9.1(b)(ii)(B)(2) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or

(3) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Modified Postponement", then the Averaging Date for each Basket Component shall be the earlier of (A) the first Common Valid Date following the Scheduled Averaging Date and (II) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day), irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

(C) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Omission":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) such date shall not be an Averaging Date in respect of such Reference Date for any Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**), provided that if through the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Basket Component, then the sole Averaging Date for such Affected Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day);

(2) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Postponement":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 9.1(b)(ii)(C)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or

(3) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Modified Postponement":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the earlier of (I) the first Valid Date (that is a Scheduled Trading Day) following the Scheduled Averaging Date in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

(iii) If, in respect of any Single Index Note, Single Underlying Share Note, Single ETF Note, Index Basket Note, Share Basket Note or ETF Basket Note (as the case may be), an Averaging Date falls on the relevant Averaging Cut-Off Date pursuant to this Condition 9.1(b)(iii):

(A) (as the case may be), the Determination Agent shall determine the level of such Index or the value of such Share or ETF Interest (as the case may be) as at the Determination Time on such Averaging Cut-Off Date; or

(B) if such Averaging Cut-Off Date is a Disrupted Day:

(1) Determination Agent shall determine, in its reasonable discretion, the level of such Index as of the Determination Time on such date in accordance with the formula for and method of calculating such Index last in effect prior to the occurrence of the first Disrupted Day using the Exchange traded or quoted price as of the Determination Time on such Averaging Cut-Off Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on such Averaging Cut-Off Date, its estimate of the value for the relevant security as of the Determination Time on such Averaging Cut-Off Date, acting in good faith and a commercially reasonable manner); and

(2) in respect of Single Share Notes, Single ETF Notes, Share Basket Notes and ETF Basket Notes (as the case may be), the Determination

Agent shall determine, in its discretion, its estimate of the value for such Share or ETF Interest (as the case may be) as of the Determination Time on such Averaging Cut-Off Date, acting in good faith and a commercially reasonable manner.

(iv) If any Averaging Dates in relation to a Reference Date occur after that Reference Date as a result of the occurrence of a Disrupted Day, then (i) the relevant Interest Payment Date, Maturity Date, Automatic Early Redemption Date or, as the case may be, the relevant Physical Settlement Date or (ii) the occurrence of an Extraordinary Event, an Extraordinary ETF Event, an Index Adjustment Event, a Potential Adjustment Event or an Additional Disruption Event shall be determined by reference to the last such Averaging Date as though it were that Reference Date.

9.2 *Adjustments to Indices*:

This Condition 9.2 (*Adjustments to Indices*) is applicable only in relation to Notes specified in the relevant Final Terms as being Single Index Notes or Index Basket Notes.

(a) *Successor Index:*

If a relevant Index is (a) not calculated and announced by the Index Sponsor, but is calculated and announced by a successor sponsor acceptable to the Determination Agent acting in good faith and in a commercially reasonable manner or (b) replaced by a Successor Index using, in the determination of the Determination Agent (such determination to be at the Determination Agent's reasonable discretion), 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) *Index Cancellation or Administrator/Benchmark Event Date:*

If on or prior to any Reference Date either (1) the Index Sponsor permanently cancels the Index and no Successor Index exists (an **Index Cancellation**) or (2) the applicable Final Terms specify that the Benchmark Trigger Provisions are applicable and an Administrator/Benchmark Event and an Administrator/Benchmark Event Date occurs in respect of such Index, then:

(i) If the applicable Final Terms specify that the Benchmark Trigger Provisions are applicable and if an Alternative Pre-nominated Index has been specified in relation to such Index in the applicable Final Terms, then:

(A) the Determination Agent shall attempt to determine an Adjustment Payment;

(B) if the Determination Agent determines an Adjustment Payment,

(aa) it shall notify the Issuer of the Adjustment Payment and if the Adjustment Payment is an amount that the Noteholder would (but for Condition 9.2(b)(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Note, request the Issuer to notify the Determination Agent whether it intends to redeem the Notes pursuant to Condition 9.2(d). If the Issuer does not intend to redeem the Notes pursuant to Condition 9.2(d) then the following provisions of this Condition 9.2(b)(i) shall apply;

(bb) the terms of the Notes shall be amended so that references to the Index are replaced by references to the Alternative Pre-nominated Index;

(cc) the Conditions shall be adjusted to implement the Adjustment Payment as follows:

a. if the Adjustment Payment is an amount that the Issuer is required to pay in respect of each Note, the Determination Agent shall adjust the Conditions to provide for the payment of the Adjustment Payment on the immediately succeeding Interest Payment Date or if there is no such immediately succeeding Interest Payment Date, on the Maturity Date or other date when the Notes are redeemed in full; or

b. if the Adjustment Payment is an amount that the Noteholder would (but for this Condition 9.2(b)(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Note, the Determination Agent shall adjust the Conditions to provide for the reduction of the amounts due by the Issuer until the aggregate amount of such reductions is equal to the Adjustment Payment, (subject, in the determination of the Determination Agent, to any minimum redemption amount of the Notes which the Determination Agent determines is required pursuant to any applicable law or regulation (including, without limitation, any tax law) and the rules of each listing authority, stock exchange and/or quotation system by which the Notes have then been admitted to listing, trading and/or quotation);

(dd) the Determination Agent shall make such other adjustments to the Conditions as it determines necessary or appropriate in order to account for the effect of the replacement of the Index with the Alternative Pre-nominated Index and/or to preserve as nearly as practicable the economic equivalence of the Notes before and after the replacement of the Index with the Alternative Pre-nominated Index; and

(ee) the Determination Agent shall notify the Issuer and the Fiscal Agent of any replacement of the Index by the Alternative Pre-nominated Index, the Adjustment Payment and any other adjustments to the Conditions. The Fiscal Agent shall provide notice to the Noteholders of the replacement of the Index by the Alternative Pre-nominated Index, the Adjustment Payment and any other adjustments to the Conditions in accordance with Condition 26.8 (*Notices*), giving summary details of the adjustment(s), provided that any failure to give such notice shall not affect the validity of the foregoing.

(C) If the Determination Agent is unable to determine an Adjustment Payment then Condition 9.2(d) shall apply.

(ii) If the applicable Final Terms do not specify that the Benchmark Trigger Provisions are applicable or, if the Final Terms specify that the Benchmark Trigger Provisions are applicable but do not specify an Alternative Pre-nominated Index in relation to the Relevant Index Benchmark, then Condition 9.2(d) shall apply.

(c) *Index Modification and Index Disruption:*

If

(i) on or prior to any Reference Date or Averaging Date, a relevant Index Sponsor announces that it will make a material change in the formula for or the method of calculating that 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 securities and capitalisation and other routine events) (an **Index Modification**), or

(ii) on any Reference Date or Averaging Date,

(a) the Index Sponsor fails to calculate and announce a relevant Index (provided that, the Determination Agent may, in its reasonable discretion, determine that, in respect of a Multi-exchange Index, such failure to calculate and announce such Index shall instead be a Disrupted Day in respect of such Index); or

(b) in respect of Bond Index-Linked Notes only and to the extent relevant for the applicable Bond Index-Linked Notes, the Determination Agent determines that the level of the relevant Index no longer represents the actual yield to maturity of the applicable notional Index Underlying Security with a theoretical constant maturity exactly equal to the Notional Maturity (which may occur in connection with or following any default or potential default of the Index Underlying Securities Obligor, or unexpected volatility or illiquidity in any market in or on which any Index Underlying Securities are traded),

(each such event, an **Index Disruption**),

then the Determination Agent shall determine if such Index Modification or Index Disruption has a material effect on the Notes and, if so, subject to Condition 9.2(d), shall calculate in its reasonable discretion the Relevant Underlying Value using, in lieu of a published level for that Index, the level for that Index as at that Reference Date or, as the case may be, that Averaging Date as determined by the Determination Agent in its reasonable discretion in accordance with the formula for and method of calculating that Index last in effect prior to that change, failure or cancellation, but using only those securities that comprised that Index immediately prior to that Index Adjustment Event.

(d) *Redemption for Index Adjustment Event:*

If:

(i) an Index Cancellation occurs and the Final Terms do not specify that the Benchmark Trigger Provisions are applicable;

(ii) an Index Cancellation or an Administrator/Benchmark Event Date occurs, the Final Terms specify that the Benchmark Trigger Provisions are applicable but do not specify an Alternative Pre-nominated Index;

(iii) an Index Cancellation or an Administrator/Benchmark Event Date occurs, the Final Terms specify that the Benchmark Trigger Provisions are applicable and specify an Alternative Pre-nominated Index but the Determination Agent is unable to determine the Adjustment Payment;

(iv) an Index Cancellation or an Administrator/Benchmark Event Date occurs, the Final Terms specify that the Benchmark Trigger Provisions are applicable and specify an Alternative Pre-nominated Index and the Determination Agent determines that the Adjustment Payment would be an amount that the Noteholder would (but for

Condition 9.2(b)(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Note; or

(v) an Index Modification or an Index Disruption occurs and it (a) would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, in each case for the Determination Agent to calculate the Relevant Underlying Value in accordance with Condition 9.2(c),

then the Issuer may, at any time thereafter and in its reasonable discretion, determine that the Notes shall be redeemed as of any later date. If the Issuer so determines that the Notes shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Noteholders to redeem the Notes and upon redemption the Issuer will pay in respect of each Note an amount equal to either:

(i) if "**Early Redemption Amount (Index Adjustment Event) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(ii) if "**Early Redemption Amount (Index Adjustment Event) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

The Issuer's obligations under the Notes shall be satisfied in full upon payment of such amount.

If the Issuer determines that the relevant Notes shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula and other provisions for determining the Final Redemption Amount, any Interest Amount or the Relevant Underlying Value (as defined in the Additional Terms and Conditions) set out in these Conditions and such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms and any other variable relevant to the settlement or payment terms of the Notes, which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Noteholders of any such change or adjustment, in accordance with Condition 26.8 (*Notices*), giving summary details of the relevant change or adjustment, provided that any failure to give such notice shall not affect the validity of any such change or adjustment.

(e) *Correction of Index Levels:*

If the level of an Index published by the Index Sponsor and which is utilised by the Determination Agent for any calculation or determination (the **Original Determination**) under the Notes is subsequently corrected and the correction (the **Corrected Value**) is published by the Index Sponsor:

(i) in respect of Equity Index by such time (the **Correction Cut Off Time**) as may be specified in the relevant Final Terms (or, if none is so specified, within one Settlement Cycle after the original publication and prior to the relevant

Interest Payment Date, Automatic Early Redemption Date, Early Redemption Date or Maturity Date); or

(ii) in respect of Bond Index only:

(A) prior to the relevant Interest Payment Date, Automatic Early Redemption Date, Early Redemption Date or Maturity Date, as applicable; and

(B) to the extent relevant for the applicable Bond Index-Linked Notes, the Determination Agent determines that such Corrected Value represents the actual yield to maturity of the applicable notional Index Underlying Security with a theoretical constant maturity exactly equal to the Notional Maturity,

then the Determination Agent will notify the Issuer and the Fiscal Agent of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the **Replacement Determination**) using the Corrected Value.

If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it determines to be necessary and practicable, the Determination Agent may, acting in good faith and a commercially reasonable manner, adjust any relevant terms accordingly. The Fiscal Agent shall provide notice to the Noteholders of any such adjustment, giving summary details of the adjustment in accordance with Condition 26.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of any such adjustment.

9.3 *Adjustments affecting Underlying Shares and ETF Interests:*

This Condition 9.3 (*Adjustments affecting Underlying Shares and ETF Interests*) is applicable only in relation to Single Share Notes, Single ETF Notes, Share Basket Notes and ETF Basket Notes.

(a) *Adjustments for Potential Adjustment Events:*

Following the declaration by the Underlying Issuer, the relevant ETF or an ETF Service Provider of the terms of a Potential Adjustment Event, the Determination Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Underlying Shares or ETF Interests and, if so, will (i) make such adjustment as it, in its reasonable discretion, considers appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value set out in these Conditions or such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms, the number of Underlying Shares or ETF Interests to which each Note relates, the number of Underlying Shares or ETF Interests comprised in a Basket of Shares or Basket of ETF Interests and/or any other adjustment and, in any case, to any other variable relevant to the payment or other terms of the relevant Notes as the Determination Agent determines, in its reasonable discretion, to be appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate, or liquidity relative to such Shares or ETF Interests) and (ii) determine, in its reasonable discretion, the effective date(s) of such adjustment(s). The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (*Notices*) giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

(b) *Correction of Underlying Share and ETF Interest Prices:*

If any price published on the Exchange and which is utilised by the Determination Agent for any calculation or determination (the **Original Determination**) under the Notes is subsequently corrected and the correction (the **Corrected Value**) is published by the Exchange by such time (the **Correction Cut Off Time**) as may be specified in the relevant Final Terms (or, if none is so specified, within one Settlement Cycle after the original publication and prior to the relevant Interest Payment Date, Automatic Early Redemption Date, Early Redemption Date or Maturity Date), then the Determination Agent will notify the Issuer and the Fiscal Agent of the Corrected Value as soon as reasonably practicable and shall determine the relevant value (the **Replacement Determination**) using the Corrected Value. If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it determines to be necessary and practicable, the Determination Agent may, acting in good faith and a commercially reasonable manner, adjust any relevant terms accordingly. The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (*Notices*) giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

9.4 *Extraordinary Events:*

This Condition 9.4 (*Extraordinary Events*) is applicable only in relation to Notes specified in the relevant Final Terms as being Single Share Notes, Single ETF Notes, Share Basket Notes or ETF Basket Notes.

(a) *Merger Event or Tender Offer:*

(i) Following the occurrence of any Merger Event or Tender Offer, the Issuer will, in its reasonable discretion, determine whether the relevant Notes shall continue or shall be redeemed early.

(ii) If the Issuer determines that the relevant Notes shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value set out in these Conditions or such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms, the number of Underlying Shares or ETF Interests to which each Note relates, the number of Underlying Shares or ETF Interests comprised in a Basket of Shares or Basket of ETF Interests (as the case may be) the amount, the number of or type of shares or other securities which may be delivered under such Notes and, in any case, any other variable relevant to the payment terms of the relevant Notes and/or any other adjustment (including, without limitation, in relation to Share Basket Notes or ETF Basket Notes, the cancellation of terms applicable in respect of Underlying Shares or ETF Interests affected by the relevant Merger Event or Tender Offer) which adjustment shall be effective on such date as the Determination Agent shall determine. 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 Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (*Notices*) giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

(iii) If the Issuer determines that the relevant Notes shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to the Noteholders to redeem the Notes and the Issuer's obligations under the Notes shall be satisfied in full upon payment of (in the case of a Merger Event) the Merger Event Settlement Amount – Fair Market Value

Less Costs or the Merger Event Settlement Amount – Fair Market Value (each as defined below), as applicable, or of (in the case of a Tender Offer) the Tender Offer Settlement Amount – Fair Market Value Less Costs or the Tender Offer Settlement Amount – Fair Market Value (each as defined below), as applicable.

(iv) For the purposes hereof

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 Determination Agent, in its reasonable discretion;

Merger Event means, in respect of any relevant Underlying Shares or ETF Interests, as determined by the Determination Agent, acting in a commercially reasonable manner, any: (i) reclassification or change of such Underlying Shares or ETF Interests that results in a transfer of or an irrevocable commitment to transfer all of such Underlying Shares or ETF Interests outstanding to another entity or person, (ii) consolidation, amalgamation, merger or binding share exchange of the Underlying Issuer or ETF with or into another entity or person (other than a consolidation, amalgamation, merger or binding share exchange in which such Underlying Issuer or ETF is the continuing entity and which does not result in a reclassification or change of all such Underlying Shares or ETF Interests outstanding), (iii) takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 90 per cent. of the outstanding Underlying Shares or ETF Interests of the Underlying Issuer or ETF that results in a transfer of or an irrevocable commitment to transfer all such Underlying Shares or ETF Interests (other than such Underlying Shares or ETF owned or controlled by such other entity or person), or (iv) consolidation, amalgamation, merger or binding share exchange of the Underlying Issuer or its subsidiaries or ETF or its sub-funds with or into another entity in which the Underlying Issuer or ETF is the continuing entity and which does not result in a reclassification or change of all such Underlying Shares or ETF Interests outstanding but results in the outstanding Underlying Shares or ETF Interests (other than Underlying Shares or ETF Interests owned or controlled by such other entity) immediately prior to such event collectively representing less than 50 per cent. of the outstanding Underlying Shares or ETF Interests immediately following such event (a **Reverse Merger**), in each case if the Merger Date is on or before, (A) in respect of Physical Settlement Notes, the later to occur of the Maturity Date and the Physical Settlement Date or (B) in any other case, the final date for determining the Relevant Underlying Value in respect of the relevant Underlying Shares or ETF Interests.

Merger Event Settlement Amount – Fair Market Value means in respect of each Note, an amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

Merger Event Settlement Amount – Fair Market Value Less Costs means in respect of each Note, an amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion.

Tender Offer means, in respect of any Underlying Shares or ETF Interests, as determined by the Determination Agent, acting in a commercially reasonable manner,

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 9 per cent. and less than 90 per cent. of the outstanding voting shares of the Underlying Issuer or ETF, as determined by the Determination Agent, based upon the making of filings with governmental or self-regulatory agencies or such other information as the Determination Agent deems relevant.

Tender Offer Date means, in respect of a Tender Offer, the date on which voting shares in the amount of the applicable percentage threshold are actually purchased or otherwise obtained, as determined by the Determination Agent in its reasonable discretion.

Tender Offer Settlement Amount – Fair Market Value means, in respect of each Note, an amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

Tender Offer Settlement Amount – Fair Market Value Less Costs means, in respect of each Note, an amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion.

(b) *Nationalisation, Insolvency and Delisting:*

(i) If in the determination of the Determination Agent, acting in a commercially reasonable manner:

(A) all the Underlying Shares or ETF Interests or all or substantially all the assets of an Underlying Issuer, ETF or ETF Service Provider are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof (**Nationalisation**); or

(B) by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of, or any analogous proceeding affecting, an Underlying Issuer, ETF or ETF Service Provider, (1) all the Underlying Shares or ETF Interests of that Underlying Issuer, ETF or ETF Service Provider are required to be transferred to a trustee, liquidator or other similar official or (2) holders of the Underlying Shares or ETF Interests of that Underlying Issuer, ETF or ETF Service Provider become legally prohibited from transferring them (**Insolvency**); or

(C) the Exchange announces that pursuant to the rules of such Exchange, the Underlying Shares or ETF Interests 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 any Member State of the European Union) (**Delisting**),

then the Issuer will, in its reasonable discretion, determine whether or not the Notes shall continue.

(ii) If the Issuer determines that the relevant Notes shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value set out in these Conditions or such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms, the number of Underlying Shares or ETF Interests to which each Note relates, the number of Underlying Shares or ETF Interests comprised in a Basket of Shares or a Basket of ETF Interests (as the case may be) and, in any case, any other variable relevant to the payment terms of the relevant Notes and/or any other adjustment (including without limitation, in relation to Share Basket Notes or ETF Basket Notes, the cancellation of terms applicable in respect of Underlying Shares or ETF Interests affected by the relevant Extraordinary Event) which change or adjustment shall be effective on such date as the Determination Agent shall determine. 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 Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (*Notices*) giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

(iii) If the Issuer determines that the relevant Notes shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Notes. The Issuer's obligations under the Notes shall be satisfied in full upon payment of, in respect of each Note, an amount equal to either:

(A) if "**Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(B) if "**Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

9.5 *Extraordinary ETF Events*

This Condition 9.5 (*Extraordinary ETF Events*) is applicable only in relation to Single ETF Notes or ETF Basket Notes.

(a) Following the occurrence of any Extraordinary ETF Event, the Issuer will, in its reasonable discretion, determine whether the relevant Notes shall continue or shall be redeemed early. The Determination Agent shall not have any obligation to monitor the occurrence of an Extraordinary ETF Event not shall it have any obligation to make a determination that an Extraordinary ETF Event has occurred and is continuing.

(b) If the Issuer determines that the relevant Notes shall continue, the Determination Agent may:

(i) substitute any Affected ETF Interest with the Successor ETF Interest relating to such Affected ETF interest, provided that if no Successor ETF Interest has been identified in the manner set forth below within 10 Business Days of the Extraordinary ETF Event Notice Date (as defined below), then sub-paragraph (ii) below shall apply; and/or

(ii) make such adjustment as the Determination Agent considers, in its reasonable discretion, appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value set out in these Conditions or such provisions of the Additional Terms and Conditions as specified as being applicable in the applicable Final Terms, the number of ETF Interests to which each Note relates, the number of ETF Interests comprised in a Basket of ETF Interests, the amount the amount, the number of or type of shares or other securities which may be delivered under such Notes and, in any case, any other variable relevant to payment terms of the relevant Notes and/or any other adjustment (including, without limitation, in relation to ETF Basket Notes, the cancellation of terms applicable in respect of ETF Interests affected by the relevant Extraordinary Fund Event) to account for the economic effect on the Notes of such Extraordinary ETF Event (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Notes), which may, but need not, be determined by reference to the adjustments(s) made in respect of such Extraordinary ETF Event by an options exchange to options on the relevant Shares traded on such options exchange, which adjustment shall be effective on such date as the Determination Agent shall determine.

Fiscal Agent shall provide notice to the Noteholders of (a) any Successor ETF Interest identified in accordance with sub-paragraph (i) above and (b) any adjustment made in accordance with sub-paragraph (ii) above, in each case, in accordance with Condition 26.8 (*Notices*), giving summary details of the adjustment, if applicable, provided that any failure to give such notice shall not affect the validity of any such adjustment.

(c) If the Issuer determines that the relevant Notes shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to the Noteholders to redeem the Notes and the Issuer's obligations under the Notes shall be satisfied in full upon payment of an amount equal to either:

(i) if "**Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(ii) if "**Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

(d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent of the Determination Agent's determination of the occurrence of an Extraordinary ETF Event (the date of such notice, the **Extraordinary ETF Event Notice Date**).

(e) For the purposes hereof:

Extraordinary ETF Event shall mean, with respect to an ETF or ETF Service Provider (as the case may be), the occurrence of any of the following events, as determined by the Determination Agent, in its reasonable discretion:

(i) there exists any litigation against the ETF or an ETF Service Provider which could materially affect the value of the ETF Interests or on the rights or remedies of any investor therein as determined by the Determination Agent, in its reasonable discretion;

(ii) an allegation of criminal or fraudulent activity is made in respect of the ETF, or any ETF Service Provider, or any employee of any such entity, or the Determination Agent reasonably determines that any such criminal or fraudulent activity has occurred, or any investigative, judicial, administrative or other civil or criminal proceedings is commenced or is threatened against the ETF, any ETF Service Provider or any key personnel of such entities if such allegation, determination, suspicion or proceedings could materially affect the value of the ETF Interests or the rights or remedies of any investor in such ETF Interests as determined by the Determination Agent, in its reasonable discretion;

(iii) (A) an ETF Service Provider ceases to act in such capacity in relation to the ETF (including by way of Merger Event or Tender Offer) and is not immediately replaced in such capacity by a successor acceptable to the Determination Agent; and/or (B) any event occurs which causes, or will with the passage of time (in the opinion of the Determination Agent) cause, the failure of the ETF and/or any ETF Service Provider to meet or maintain any obligation or undertaking under the ETF Documents which failure is reasonably likely to have an adverse impact on the value of the ETF Interests or on the rights or remedies of any investor therein;

(iv) a material modification of or deviation from any of the investment objectives, investment restrictions, investment process or investment guidelines of the ETF (howsoever described, including the underlying type of assets in which the ETF invests), from those set out in the ETF Documents, or any announcement regarding a potential modification or deviation, except where such modification or deviation is of a formal, minor or technical nature;

(v) a material modification, cancellation or disappearance (howsoever described), or any announcement regarding a potential future material modification, cancellation or disappearance (howsoever described), of the type of assets (A) in which the ETF invests, (B) the ETF purports to track, or (C) the ETF accepts/provides for purposes of creation/redemption baskets;

(vi) a material modification, or any announcement regarding a potential future material modification, of the ETF (including but not limited to a material modification of the ETF Documents or to the ETF's liquidity terms) other than a modification or event which does not affect the ETF Interests or the ETF or any portfolio of assets to which the ETF Interest relates (either alone or in common with other ETF Interests issued by the ETF);

(vii) the ETF ceases to be an undertaking for collective investment under the legislation of its relevant jurisdiction, provided that on the relevant Issue Date, the ETF was such an undertaking and any such cessation would have a material adverse effect on any investor in such ETF Interests as determined by the Determination Agent, in its reasonable discretion;

(viii) (A) any relevant activities of or in relation to the ETF or any ETF Service Provider are or become unlawful, illegal or otherwise prohibited in whole or in part as a result of compliance with any present or future law, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power, or in the interpretation thereof, in any applicable jurisdiction (including, but not limited to, any cancellation, suspension or revocation of the registration or approval of the ETF by any governmental, legal or regulatory entity with authority over the ETF), (B) a relevant authorisation or licence is revoked, lapses or is under review by a competent authority in respect of the ETF or the ETF Service Provider or new conditions are imposed, or existing conditions varied, with respect to any such authorisation or licence, (C) the ETF is required by a competent authority to redeem any ETF Interests, (D) any hedge provider is required by a competent authority or any other relevant entity to dispose of or compulsorily redeem any ETF Interests held in connection with any hedging arrangements relating to the Notes and/or (E) any change in the legal, tax, accounting or regulatory treatment of the ETF or any ETF Service Provider that is reasonably likely to have an adverse impact on the value of the ETF Interests or other activities or undertakings of the ETF or on the rights or remedies of any investor therein; or

(ix) the value of any ETF Interest held by the Issuer and its Affiliates is greater than 10 per cent. of the aggregate net asset value of the relevant ETF (whether or not all of such holding results from hedging transactions entered into in connection with the Notes) and including, where the excess holding results from a reduction in the aggregate net asset value of the relevant ETF; and

For these purposes, **Successor ETF Interest** means, in respect of an Affected ETF Interest, (1) if specified in the applicable Final Terms, any Eligible ETF Interest; (2) if no Eligible ETF Interest is specified, the successor ETF Interest as determined by the Determination Agent, using commercially reasonable efforts, taking into account any factors which the Determination Agent determines to be relevant, including (but not limited to) the existence of other ETFs that are linked to the same underlying index or asset as the Affected ETF Interest, liquidity of the proposed successor ETF Interest, the prevailing market conditions at the time the Determination Agent makes its determination and the Issuer's hedging arrangements in respect of the relevant Notes; or (3) if the Determination Agent determines that it is unable to determine a suitable successor ETF Interest, the Determination Agent may determine that the relevant Notes, where the Affected ETF Interest will be linked to the relevant underlying index (the **Related Underlying Index**) and such Related Underlying Index shall be the Successor ETF Interest and the provisions applicable to Index-Linked Notes will apply to the relevant Notes with such adjustments as the Determination Agent determines to be appropriate.

9.6 *Additional Disruption Events:*

(a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Notes shall continue or be redeemed early.

(b) If the Issuer determines that the relevant Notes shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers

appropriate, if any, to the formula or other provisions for determining the Final Redemption Amount, any Interest Amount and/or the Relevant Underlying Value set out in the relevant Final Terms, the number of Underlying Shares or ETF Interests to which each Note relates, the number of Underlying Shares or ETF Interest comprised in a Basket, the amount the amount, the number of or type of shares or other securities which may be delivered under such Notes and, in any case, any other variable relevant to the payment terms of the relevant Notes and/or any other adjustment (including without limitation, in relation to Share Basket Notes, Index Basket Notes or ETF Basket Notes, the cancellation of terms applicable in respect of any Underlying Shares, Index or ETF Interest, as the case may be, affected by the relevant Additional Disruption Event), to account for the economic effect on the Notes of such Additional Disruption Event (including adjustments to account for changes in volatility, expected dividends, stock loan rate or liquidity relevant to the Shares or to the Notes), which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

(c) If the Issuer determines that the relevant Notes shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Notes and the Issuer's obligations under the Notes shall be satisfied in full upon payment in respect of each Note of an amount equal to either:

(i) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion.

(ii) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

(d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent and the Determination Agent of the occurrence of an Additional Disruption Event.

(e) For the purposes hereof:

Additional Disruption Event means with respect to any Series of Notes any or all of (i) a Change in Law, (ii) Hedging Disruption, (iii) Increased Cost of Hedging, (iv) Loss of Securities Borrow, (v) Increased Regulatory Capital and (vi) Breach of Regulation Event, as have been specified in the applicable Final Terms as an applicable Additional Disruption Event with respect to such Notes.

9.7 Partial Lookthrough Depositary Receipt Provisions

(a) Where the applicable Final Terms specify that the "Partial Lookthrough Depositary Receipt Provisions" shall apply to a Share, then the provisions set out in this Condition 9.7

(*Partial Lookthrough Depositary Receipt Provisions*) shall apply, and, in relation to such Share, the other provisions of Condition 9 (*Provisions Relating to Securities-Linked Notes*) shall be deemed to be amended and modified as set out in this Condition 9.7 (Partial Lookthrough Depositary Receipt Provisions).

(b) The definition of "**Potential Adjustment Event**" shall be amended so that it reads as follows:

"Potential Adjustment Event" means any of the following:

(i) a subdivision, consolidation or reclassification of relevant Shares and/or Underlying Shares (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares and/or Underlying Shares to existing holders by way of bonus, capitalisation or similar issue;

(ii) a distribution, issue or dividend to existing holders of the relevant Shares and/or Underlying Shares specified in the applicable Final Terms of (A) such Shares and/or Underlying Shares, (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of a Share Issuer or Underlying Share Issuer, as appropriate, equally or proportionately with such payments to holders of such Shares and/or Underlying Shares, (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Issuer or Underlying Share Issuer, as appropriate, as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;

(iii) an Extraordinary Dividend;

(iv) a call by a Share Issuer or Underlying Share Issuer, as appropriate, in respect of relevant Shares and/or Underlying Shares that are not fully paid;

(v) a repurchase by a Share Issuer or Underlying Share Issuer, as appropriate, or any of its subsidiaries of relevant Shares and/or Underlying 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 Issuer or Underlying Share Issuer, as appropriate, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Share Issuer or Underlying Share Issuer, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Determination Agent, provided that any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; and

(vii) any other event having, in the opinion of the Determination Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Shares and/or Underlying Shares;

(viii) the making of any amendment or supplement to the terms of the Deposit Agreement,

provided that an event referred to in (i) to (vii) (inclusive) above relating to the Underlying Shares does not constitute a Potential Adjustment Event unless, in the opinion of the Determination Agent, such event has a dilutive or accretive effect on the theoretical value of the ADRs.

(c) If the Determination Agent determines that:

(i) an event under (i) to (vii) (inclusive) of the definition of "Potential Adjustment Event" has occurred in respect of any Underlying Shares; or

(ii) an event under (viii) of the definition of "Potential Adjustment Event" has occurred, the Determination Agent will determine whether such Potential Adjustment Event has an economic effect on the Notes,

and, in each case, the Determination Agent will make the corresponding adjustment(s), if any, to one or more of any variable relevant to the exercise, settlement, payment or other terms of these Conditions and/or the applicable Final Terms as the Determination Agent determines appropriate, acting in good faith and a commercially reasonable manner, to account for (A) in respect of an event under (i) to (vii) (inclusive) of the definition of "Potential Adjustment Event", the diluting or concentrative effect on the theoretical value of the Shares, and (B) in respect of an event under (viii) of the definition of "Potential Adjustment Event", such economic effect on the Notes, as the case may be (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share), following the Potential Adjustment Event. The Determination Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement. The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (Notices), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

If the Determination Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Fiscal Agent that the relevant consequence shall be the early redemption of the Notes, in which case, on such date as selected by the Determination Agent in its reasonable discretion, the Issuer shall redeem the Notes upon not less than five Business Days' prior notice to the Noteholders, and the Issuer will cause to be paid to each Noteholder in respect of each Note held by it an amount equal to either:

(1) if "**Early Redemption Amount (Potential Adjustment Event) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(2) if "**Early Redemption Amount (Potential Adjustment Event) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

(d) The definitions of "**Merger Event**" and "**Tender Offer**" shall be amended in accordance with the DR Amendment.

(e) If the Determination Agent determines that a Merger Event or Tender Offer has occurred in respect of any Underlying Share, then, where the Determination Agent makes an adjustment to these Conditions and/or the applicable Final Terms in connection with a Merger Event or Tender Offer the Determination Agent may (among other factors) have reference to any adjustment made by the Depositary under the Deposit Agreement.

(f) The definitions of "Nationalisation", "Insolvency" and "Delisting" shall be amended in accordance with the DR Amendment.

(g) Notwithstanding anything to the contrary in the definition of "Delisting", a Delisting shall not occur in respect of any Underlying Share if such Underlying Shares are immediately relisted, re-traded or re-quoted on an exchange or quotation system regardless of the location of such exchange or quotation system.

(h) If the Determination Agent determines that a Nationalisation or Insolvency has occurred in respect of a Share or the Depositary, then, notwithstanding anything to the contrary herein, the Determination Agent may determine that the affected Share be substituted with Replacement DRs and may make any appropriate adjustments to the terms of these Conditions and/or the applicable Final Terms. In such case, the Issuer shall not redeem the Notes early and, following such replacement, references to Shares herein shall be replaced by references to such Replacement DRs, and the Determination Agent will determine the effective date of any adjustments.

(i) If the Determination Agent determines that a Delisting of Shares has occurred, then, notwithstanding anything to the contrary herein, the Determination Agent may determine that the affected Share be substituted with Replacement DRs or the Underlying Shares and may make any appropriate adjustments to the terms of these Conditions and/or the applicable Final Terms. In such case, the Issuer shall not redeem the Notes early and, following such replacement, references to Shares herein shall be replaced by references to such Replacement DRs or the Underlying Shares, as applicable, and the Determination Agent will determine the effective date of any adjustments.

(j) The definition of "Change in Law" shall be amended in accordance with the DR Amendment.

(k) For the avoidance of doubt, where a provision is amended pursuant to this Condition 9.7 (*Partial Lookthrough Depositary Receipt Provisions*) in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Share or the Underlying Share Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

9.8 Full Lookthrough Depositary Receipt Provisions

(a) Where the applicable Final Terms specifies that the "Full Lookthrough Depositary Receipt Provisions" shall apply to a Share, then the provisions set out in this Condition 9.8 (*Full Lookthrough Depositary Receipt Provisions)* shall apply, and, in relation to such Share, the other provisions of this Condition 9 (*Provisions Relating to Securities-Linked Notes*) shall be deemed to be amended and modified as set out in this Condition 9.8(Full Lookthrough Depositary Receipt Provisions).

(b) The definition of "**Potential Adjustment Event**" shall be amended so that it reads as follows:

"**Potential Adjustment Event**" means any of the following:

(i) a subdivision, consolidation or reclassification of relevant Shares and/or Underlying Shares (unless resulting in a Merger Event), or a free distribution or dividend of any such Shares and/or Underlying Shares to existing holders by way of bonus, capitalisation or similar issue;

(ii) a distribution, issue or dividend to existing holders of the relevant Shares and/or Underlying Shares specified in the applicable Final Terms of (A) such Shares and/or Underlying Shares, (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of a Share Issuer or Underlying Share Issuer, as appropriate, equally or proportionately with such payments to holders of such Shares and/or Underlying Shares, (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Share Issuer or Underlying Share Issuer, as appropriate, as a result of a spin-off or other similar transaction or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;

(iii) an Extraordinary Dividend;

(iv) a call by a Share Issuer or Underlying Share Issuer, as appropriate, in respect of relevant Shares and/or Underlying Shares that are not fully paid;

(v) a repurchase by a Share Issuer or Underlying Share Issuer, as appropriate, or any of its subsidiaries of relevant Shares and/or Underlying 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 Issuer or Underlying Share Issuer, as appropriate, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of such Share Issuer or Underlying Share Issuer, as appropriate, pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides upon the occurrence of certain events for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value as determined by the Determination 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 Determination Agent, a diluting, concentrative or other effect on the theoretical value of the relevant Shares and/or Underlying Shares;

(viii) the making of any amendment or supplement to the terms of the Deposit Agreement,

provided that an event under (i) to (vii) (inclusive) above in respect of Underlying Shares shall not constitute a Potential Adjustment Event unless, in the opinion of the Determination Agent, such event has a diluting or concentrative effect on the theoretical value of the Shares.

(c) If the Determination Agent determines that an event under (i) to (vii) (inclusive) of the definition of "Potential Adjustment Event" has occurred in respect of any Underlying Shares, the Determination Agent will make the corresponding adjustment(s), if any, to one

or more of any variable relevant to the exercise, settlement, payment or other terms of these Conditions and/or the applicable Final Terms as the Determination Agent determines appropriate, acting in good faith and a commercially reasonable manner, to account for (A) in respect of an event under (i) to (vii) (inclusive) of the definition of "Potential Adjustment Event", the diluting or concentrative effect on the theoretical value of the Shares, and (B) in respect of an event under (viii) of the definition of "Potential Adjustment Event", such economic effect on the Notes, as the case may be (provided that no adjustments will be made to account solely for changes in volatility, expected dividends, stock loan rate or liquidity relative to the relevant Share), following the Potential Adjustment Event. The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (*Notice*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

If the Determination Agent determines that no adjustment that it could make will produce a commercially reasonable result, it shall notify the Issuer and the Noteholders that the relevant consequence shall be the early redemption of the Notes, in which case, on such date as selected by the Determination Agent in its reasonable discretion, the Issuer shall redeem the Notes upon not less than five Business Days' prior notice to the Noteholders, and the Issuer will cause to be paid to each Noteholder in respect of each Note held by it an amount equal to either:

(i) if "Early Redemption Amount (Potential Adjustment Event) – Fair Market Value Less Costs" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(ii) if "Early Redemption Amount (Potential Adjustment Event) – Fair Market Value" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

(d) The definitions of "Merger Event" and "Tender Offer" shall be amended in accordance with the DR Amendment.

(e) If the Determination Agent determines that a Merger Event or Tender Offer has occurred in respect of an Underlying Share, then, where the Determination Agent makes an adjustment to these Conditions and/or the applicable Final Terms in connection with a Merger Event or Tender Offer.

(f) The definitions of "Nationalisation", "Insolvency" and "Delisting" shall be amended in accordance with the DR Amendment.

(g) If the Determination Agent determines that a Nationalisation or Insolvency has occurred in respect of a Share or the Depositary, then, notwithstanding anything to the contrary herein, the Determination Agent may determine that the affected Share be substituted with Replacement DRs and may make any appropriate adjustments to the terms of these Conditions and/or the applicable Final Terms. In such case, the Issuer shall not redeem the

Notes early and, following such replacement, references to Shares herein shall be replaced by references to such Replacement DRs, and the Determination Agent will determine the effective date of any adjustments.

(h) If the Determination Agent determines that a Delisting of Shares has occurred, then, notwithstanding anything to the contrary herein, the Determination Agent may determine that the affected Share be substituted with Replacement DRs or the Underlying Shares and may make any appropriate adjustments to the terms of these Conditions and/or the applicable Final Terms. In such case, the Issuer shall not redeem the Notes early and, following such replacement, references to Shares herein shall be replaced by references to such Replacement DRs or the Underlying Shares, as applicable, and the Determination Agent will determine the effective date of any adjustments.

(i) The definition of any Additional Disruption Event specified as applicable in the applicable Final Terms shall be amended in accordance with the DR Amendment.

(j) The definitions of "Exchange Business Day", "Scheduled Closing Time", "Scheduled Trading Day", "Trading Disruption", "Exchange Disruption", "Early Closure" and "Disrupted Day" which relate to the Exchange shall be deemed to include a reference to the primary exchange on which the Underlying Shares are traded, as determined by the Determination Agent.

(k) The definitions of "Exchange Disruption", "Market Disruption Event" and "Trading Disruption" shall be amended in accordance with the DR Amendment.

For the avoidance of doubt, where a provision is amended pursuant to this Condition 9.8 (*Full Lookthrough Depositary Receipt Provisions*) in accordance with the DR Amendment, if the event described in such provision occurs in respect of the Underlying Share or the Underlying Share Issuer, then the consequence of such event shall be interpreted consistently with the DR Amendment and such event.

9.9 *Definitions applicable to Securities-Linked Notes:*

In relation to Securities-Linked Notes, the following expressions have the meanings set out below:

Adjustment Payment means, in respect of any Note, the payment (if any) determined by the Determination Agent as is required in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of the Index by the Alternative Pre-nominated Index. The Determination Agent may determine that the Adjustment Payment is zero;

Affected ETF Interest means, at any time, any ETF Interest in respect of which the Determination Agent has determined that an Extraordinary ETF Event has occurred;

ADR means an American Depositary Receipt or any other similar security that is the subject of the Deposit Agreement;

ADR Issuer means the entity that is the issuer of the ADRs specified in the applicable Final Terms;

Averaging Cut-Off Date means, in the case where Notes relate to an Index, Share or ETF Interest or a Basket of Indices, Basket of Shares or Basket of ETF Interests and in respect of a Scheduled Averaging Date for the purposes of Condition 9.1(c) (*Valuation, Market Disruption, Reference Dates and Averaging Dates*):

(a) if "Common Scheduled Trading Days and Common Disrupted Days" in respect of a Basket of Indices, Basket of Shares or Basket of ETF Interests is specified to be applicable in the Final

Terms, the eighth Common Scheduled Trading Day following such Scheduled Averaging Date; or

(b) in any other case, the eighth Scheduled Trading Day following such Scheduled Averaging Date;

Averaging Date means, in respect of each Reference Date, either:

(a) in the case of a Single Index Note, a Single Share Note, a Single Bond Index or an Single ETF Note (as the case may be); or (b) an Index Basket Note, a Share Basket Note, a Bond Index Basket Note or an ETF Basket Note (as the case may be) where the applicable Final Terms provides that "Individual Scheduled Trading Days and Individual Disrupted Days" shall be applicable, 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 for such (or the relevant) Index, Share, Bond Index or ETF Interest or Basket Component (as the case may be); or

(b) in the case of an Index Basket Note, a Share Basket Note, a Bond Index Basket Note or an ETF Basket Note, where the applicable Final Terms provides that either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" shall be applicable, each date specified as such in the applicable Final Terms, or if any such date is not a Common Scheduled Trading Day, the next following Common Scheduled Trading Day for such Basket of Indices, Basket of Shares, Basket of Bonds Indices or Basket of ETF Interests (as the case may be),

provided that if any such day is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*);

Basket means in relation to any Share Basket Notes, the Underlying Shares specified in the applicable Final Terms as comprising the Basket, in relation to Index Basket Notes, the Indices specified in the applicable Final Terms as comprising the Basket and in relation to any ETF Basket Notes, the ETF Interests specified in the applicable Final Terms as comprising the Basket, in each case in the relative proportions specified in such Final Terms;

Basket Component means, in relation to a particular Series of Share Basket Notes, Index Basket Notes or ETF Basket Notes, each Underlying Share, Index or ETF Interest comprised in the relevant Basket of Shares, Indices or ETF Interests, as applicable;

Basket of Bonds Indices means, in relation to a particular Series, a basket comprising the Bonds Indices specified in the applicable Final Terms in the relative proportions specified in such Final Terms;

Basket of ETF Interests means, in relation to a particular Series, a basket comprising the ETF Interests specified in the applicable Final Terms in the relative proportions or number of ETF Interests specified in such Final Terms;

Basket of Indices means, in relation to a particular Series, a basket comprising the Indices specified in the applicable Final Terms in the relative proportions specified in such Final Terms;

Basket of Shares means, in relation to a particular Series, a basket comprising Underlying Shares of each Underlying Issuer specified in the applicable Final Terms in the relative proportions or number of Underlying Shares of each Underlying Issuer specified in such Final Terms;

Bond Index means any index whose underlying(s) are debt securities, specified as such in the applicable Final Terms, subject to Condition 9.2 (*Adjustments to Indices*), it being specified that no bond index is composed by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE;

Bond Index Disruption Event means, in respect of a Bond Index, the occurrence on any day of any of the following, as determined by the Determination Agent:

(a) on any Reference Date, the Index Sponsor fails to calculate or publish the level of the Index (provided that the Determination Agent may, in its reasonable discretion, determine that such failure to calculate or publish shall instead be an Index Disruption for such Index); or

(b) any closure of the market in trading of the Index Underlying Securities other than for ordinary public holidays, or any restriction or suspension in trading of the Index Underlying Securities that in each case, in the opinion of the Determination Agent, would have a material effect on the ability of market participants to effect transactions in such markets in the Index Underlying Securities; or

(c) any circumstance (or a combination of them) that may cause unexpected volatility or illiquidity in markets in the trading of the Index Underlying Securities that, in the opinion of the Determination Agent, would have a material effect on the ability of market participants to effect transactions in such markets in the Index Underlying Securities,

in each case, including in connection with or following any default or potential default of the Index Underlying Securities Obligor.

Bond Index Sponsor means, in respect of a Bond Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and methods of calculation and adjustments, if any, related to the relevant Index and (b) announces (directly or through an agent) the level of the relevant Bond Index on a regular basis during each Scheduled Trading Day;

Breach of Regulation Event means, in respect of a Bond Index, the situation in which the Determination Agent determines that the Issuer, the Determination Agent or the Calculation Agent is not, or may not be (including at any future date during the term of the Notes), permitted under any applicable law or regulation to reference the Bond Index or to perform its or their respective obligations in respect of the Notes or any related hedging arrangements.

Change in Law means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), 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 that (x), in the case of Single Share Notes, Single ETF Notes, Share Basket Notes or ETF Basket Notes, it has become illegal to hold, acquire or dispose of any relevant Underlying Shares or ETF Interests (as the case may be), (y) in the case of Index-Linked Notes, it has become illegal to hold, acquire or dispose of any relevant Hedge Position, or (z) it will incur a materially increased cost in performing its obligations with respect to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

Common Scheduled Trading Day means, in respect of an Index Basket Note, a Share Basket Note or an ETF Basket Note (as the case may be), each day which is a Scheduled Trading Day for all the Basket Components;

Common Valid Date means, in respect of an Index Basket Note, a Share Basket Note or an ETF Basket Note (as the case may be), a Common Scheduled Trading Day that is not a Disrupted Day for any Basket Component and on which another Averaging Date does not or is deemed not to occur;

Component means in relation to an Index, any security which comprises such Index, including, in respect of Bond Index-Linked Notes only, the applicable Index Underlying Security;

Deposit Agreement means, in relation to the Shares, the agreements or other instruments constituting the Shares, as amended or supplemented from time to time in accordance with their provisions;

Depositary means, where the applicable Final Terms specifies that the "Partial Lookthrough Depositary Receipt Provisions" or the "Full Lookthrough Depositary Receipt Provisions" apply to a Share, the Share Issuer or any successor Share Issuer, as the case may be at any time;

Determination Date means, in relation to any determination, each date or dates, if any, specified as such in the applicable Final Terms, **provided that** (i) if any such date is not a Scheduled Trading Day and/or (ii) if any Determination Date is a Disrupted Day, the relevant Determination Date shall be determined in accordance with the provisions of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), which shall apply *mutatis mutandis* as if such Determination Date were a Reference Date;

Determination Time means the time specified as such in the applicable Final Terms, or if no such time is specified, (a) save with respect to a Multi-exchange Index, the Scheduled Closing Time on the relevant Exchange in relation to each Index, Underlying Share or ETF Interest to be valued or (b) with respect to Bond Index, the time at which the level of each Bond Index is fixed in accordance with the methodology for such Bond Index. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Determination Time is after the actual closing time for its regular trading session, then the Determination Time shall be such actual closing time; and (c) with respect to any Multi-exchange Index, (i) for the purposes of determining whether a Market Disruption Event has occurred: (x) in respect of any Component, the Scheduled Closing Time on the Exchange in respect of such Component and (y) in respect of any option contracts or futures contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor;

Disrupted Day means (a) except with respect to a Multi-exchange Index, any Scheduled Trading Day on which a relevant Exchange or any Related Exchange fails to open for trading during its regular trading session or on which a Market Disruption Event has occurred, (b) with respect to any Multi-exchange Index, any Scheduled Trading Day on which (i) the Index Sponsor fails to publish the level of the Index; (ii) the Related Exchange fails to open for trading during its regular trading session or (iii) a Market Disruption Event has occurred, and (c) with respect to a Bond Index, any day on which a Bond Index Disruption Event has occurred or is continuing, as determined by the Determination Agent;

DR amendment means, in relation to the definitions Merger Event, Tender Offer, Nationalisation, Insolvency, Delisting, Bankruptcy, Change in Law, any other Additional Disruption Event specified as applicable in the applicable Final Terms, Exchange Disruption, Market Disruption, Event and Trading Disruption, that the following amendments shall be made to such definition or provision, where provided for in this Condition 9 "Provisions relating to Securities-Linked Notes"):

(a) all references to "Shares" shall be deleted or replaced with the words "ADR and/or Underlying Shares"; and

(b) all references to "Underlying Issuer" shall be deleted or replaced with the word "ADR Issuer or Underlying Shares Issuer, as the case may be";

Early Closure means (a) except with respect to a Multi-exchange Index, the closure on any Exchange Business Day of the relevant Exchange (or in the case of a Single Index Note or Index Basket Note, any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index) or any Related Exchange(s) prior to its Scheduled Closing Time unless such earlier closing time is announced by such Exchange(s) or 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 Determination Time on such Exchange Business Day and (b) with respect to any Multi-exchange Index, the closure on any Exchange Business Day of the Exchange in respect of any Component or the Related Exchange prior to its Scheduled Closing Time unless such earlier closing is announced by such Exchange or Related Exchange (as the case may be)

at least one hour prior to the earlier of: (i) the actual closing time for the regular trading session on such Exchange or Related Exchange (as the case may be) on such Exchange Business Day; and (ii) the submission deadline for orders to be entered into such Exchange or Related Exchange system for execution at the relevant Determination Time on such Exchange Business Day;

Eligible ETF Interest means, in respect of any Affected ETF Interest, the interest specified as such in the applicable Final Terms;

Equity Index means any index specified as an Index in the applicable Final Terms, subject to Condition 9.2 (*Adjustments to Indices*), it being specified that no index is composed by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE;

ETF means (in respect of an ETF Interest) any exchange traded fund specified in the applicable Final Terms as an ETF;

ETF Documents means with respect to any ETF Interest, the offering document of the relevant ETF, the constitutive and governing documents, subscription agreements and any other agreement or document specifying the terms and conditions of such ETF Interest and any additional documents specified in the applicable Final Terms, each as amended from time to time;

ETF Interest means the share or other interest or unit of holding (including, without limitation, any debt security) issued to or held by an investor in an ETF, as identified in the applicable Final Terms;

ETF Service Provider means, in respect of any ETF, any person who is appointed to provide services, directly or indirectly, in respect of such ETF, whether or not specified in the ETF Documents, including any adviser, manager, administrator, operator, management company, depository, custodian, sub-custodian, prime broker, administrator, trustee, registrar, transfer agent, domiciliary agent, sponsor or general partner or any other person specified in the applicable Final Terms;

Exchange means:

(a) (i) in respect of an Index relating to Single Index Notes or Index Basket Notes other than a Multi-exchange Index, each exchange or quotation system specified as such for such Index in the applicable Final Terms or, if none is specified, the principal exchange or quotation system for trading in such Index, as determined by the Determination Agent, any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the shares underlying such Index has temporarily relocated, **provided that** the Determination Agent has determined that there is comparable liquidity relative to the shares underlying such Index on such temporary substitute exchange or quotation system as on the original Exchange, and (ii) with respect to any Multi-exchange Index, and in respect of each Component, the principal stock exchange on which such Component is principally traded, as determined by the Determination Agent;

(b) in respect of an Underlying Share relating to Single Share Notes or Share Basket Notes, each exchange or quotation system specified as such for such Underlying Share in the applicable Final Terms or, if none is specified, the principal exchange or quotation system for trading in such Underlying Share, as determined by the Determination Agent, any successor to such Exchange or quotation system or any substitute exchange or quotation system to which trading in the Underlying Share has temporarily relocated, **provided that** the Determination Agent has determined that there is comparable liquidity relative to such Underlying Share on such temporary substitute exchange or quotation system as on the original Exchange; and

(c) in respect of an ETF Interest relating to Single ETF Notes or ETF Basket Notes, each exchange or quotation system specified as such for such ETF Interest in the applicable Final Terms or, if none is specified, the principal exchange or quotation system for trading in such ETF Interest, as determined by the Determination Agent, any successor to such Exchange or quotation system

or any substitute exchange or quotation system to which trading in the ETF Interest has temporarily relocated, **provided that** the Determination Agent has determined that there is comparable liquidity relative to such ETF Interest on such temporary substitute exchange or quotation system as on the original Exchange.

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

Exchange Disruption means (a) except with respect to a Multi-exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Determination Agent) the ability of market participants in general (i) to effect transactions in, or obtain market values for, the Underlying Shares or ETF Interests on the Exchange (or in the case of Single Index Notes or Index Basket Notes, on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index), or (ii) to effect transactions in, or obtain market values for, futures or options contracts relating to the Underlying Shares, the relevant Index or the ETF Interests (as the case may be) on any relevant Related Exchange and (b) with respect to any Multi-exchange Index, any event (other than an Early Closure) that disrupts or impairs (as determined by the Determination Agent) the ability of market participants in general to effect transactions in, or obtain market values for, (i) any Component on the Exchange in respect of such Component, or (ii) futures or options contracts relating to the Index on the Related Exchange;

Extraordinary Dividend means the dividend per Underlying Share or ETF Interest, or portion thereof, characterised as an Extraordinary Dividend as determined by the Determination Agent;

Extraordinary ETF Event has the meaning given in Condition 9.5(e);

Extraordinary Event means a Merger Event, Tender Offer, Nationalisation, Insolvency or Delisting;

Hedge Positions means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, commodities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Notes;

Hedging Disruption means that the Issuer 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 risk of entering into and performing its obligations under the Notes, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

Increased Cost of Hedging means that the Issuer 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 risk of entering into 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 shall not be deemed an Increased Cost of Hedging;

Increased Regulatory Capital means there would be a material increase (as compared with circumstances existing on the Trade Date) in the amount or cost of regulatory capital that would have to be maintained by the Issuer and/or any Affiliate in relation to the Notes and/or any related hedging arrangements, as determined by the Determination Agent.

Index means any Equity Index or Bond Index specified as such in the applicable Final Terms, provided that, in the event of any inconsistency or discrepancy between the name of the Index specified in the Final Terms and the Bloomberg ticker/code specified therein for such Index, the Bloomberg ticker/code shall prevail for all purposes of the Notes;

Index Adjustment Event means, in respect of an Index, an Administrator/Benchmark Event, an Index Cancellation, an Index Disruption or an Index Modification;

Index Sponsor means, in respect of an Index, the corporation or other entity that (a) is responsible for setting and reviewing the rules and procedures and methods of calculation and adjustments, if any, related to the relevant Index and (b) announces (directly or through an agent) the level of the relevant Index on a regular basis during each Scheduled Trading Day;

Index Underlying Securities means, for a Series of Bond Index-Linked Notes, one or more debt securities specified as such in the applicable Final Terms (excluding any notes issued by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE);

Index Underlying Securities Obligor means, in respect of an Index Underlying Security, the issuer specified as such in the applicable Final Terms;

Loss of Securities Borrow means that the Issuer is unable, after using commercially reasonable efforts, to borrow (or maintain a borrowing of) the Index Underlying(s) Security(ies), the Underlying Shares or the ETF Interests with respect to the Notes in an amount which the Issuer deems necessary to hedge the risk of entering into and performing its obligations with respect to the Notes (not to exceed the number of Underlying Shares or Index Underlying(s) Security(ies) underlying the Notes) at a rate determined by the Issuer;

Market Disruption Event means (a) in respect of an Underlying Share, an Index other than a Multi-exchange Index or an ETF Interest, the occurrence or existence of (i) a Trading Disruption, (ii) an Exchange Disruption, which in either case the Determination Agent determines is material, at any time during the one-hour period that ends at the relevant Determination Time, or (iii) an Early Closure. For the purpose of determining whether a Market Disruption Event exists in respect of an Index at any time, if a Market Disruption Event occurs in respect of a security included in the Index at any time, then the relevant percentage contribution of that security to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that security and (y) the overall level of the Index, in each case immediately before the Market Disruption Event occurred; and (b) with respect to any Multi-exchange Index either (i)(A) the occurrence or existence, in respect of any Component, of (1) a Trading Disruption, (2) an Exchange Disruption, which in either case the Determination Agent determines is material, at any time during the one hour period that ends at the relevant Determination Time in respect of the Exchange on which such Component is principally traded, OR (3) an Early Closure; AND (B) the aggregate of all Components in respect of which a Trading Disruption, an Exchange Disruption or an Early Closure occurs or exists comprises 20 per cent. or more of the level of the Index; OR (ii) the occurrence or existence, in respect of futures or options contracts relating to the Index, of: (A) a Trading Disruption, (B) an Exchange Disruption, which in either case the Determination Agent determines is material, at any time during the one hour period that ends at the relevant Determination Time in respect of the Related Exchange; or (C) an Early Closure;

For the purposes of determining whether a Market Disruption Event exists in respect of a Component at any time, if a Market Disruption Event occurs in respect of such Component at that time, then the relevant percentage contribution of that Component to the level of the Index shall be based on a comparison of (x) the portion of the level of the Index attributable to that Component to (y) the overall level of the Index, in each case using the official opening weightings as published by the Index Sponsor as part of the market **opening data**;

Multi-exchange Index means any Index specified as such in the relevant Final Terms;

Notional Maturity means, the tenor specified in the applicable Final Terms;

Observation Date means, in relation to any determination, the date or dates, if any, specified as such in the applicable Final Terms, **provided that** (i) if any such date is not a Scheduled Trading Day and/or (ii) if any Observation Date is a Disrupted Day, the relevant Observation Date shall be determined in accordance with the provisions of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), which shall apply *mutatis mutandis* as if such Observation Date were a Reference Date;

Potential Adjustment Event means, in respect of Single Share Notes, Single ETF Note, Share Basket Notes or ETF Basket Notes:

(a) a subdivision, consolidation or reclassification of an Underlying Share or ETF Interest (unless resulting in a Merger Event), or a free distribution or dividend of Underlying Shares or ETF Interests to existing holders by way of bonus, capitalisation or similar issue;

(b) a distribution, issue or dividend to existing holders of relevant Underlying Shares or ETF Interests of (A) such Underlying Shares or ETF Interests, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Underlying Issuer or ETF equally or proportionately with such payments to holders of such an Underlying Shares or ETF Interests, or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Underlying Issuer or ETF as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;

(c) an Extraordinary Dividend;

(d) a call by the Underlying Issuer in respect of relevant Underlying Shares that are not fully paid;

(e) a repurchase by an Underlying Issuer or ETF (as the case may be) or any of its subsidiaries of Underlying Shares or ETF Interests, whether out of profits or capital and whether the consideration for such repurchase is cash, securities or otherwise;

(f) in respect of an Underlying Issuer, an event that results in any shareholder rights being distributed or becoming separated from shares of common stock or other shares of the capital stock of the Underlying Issuer pursuant to a shareholder rights plan or arrangement directed against hostile takeovers that provides, upon the occurrence of certain events, for a distribution of preferred stock, warrants, debt instruments or stock rights at a price below their market value, as determined by the Determination Agent, **provided that** any adjustment effected as a result of such an event shall be readjusted upon any redemption of such rights; or

(g) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Underlying Shares or ETF Interests.

Reference Cut-Off Date means, in the case where Notes relate to an Index, Share or ETF Interest or a Basket of Indices, Basket of Shares or Basket of ETF Interests and in respect of a Scheduled Reference Date for the purposes of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*):

(a) if "Common Scheduled Trading Days and Common Disrupted Days" in respect of a Basket of Indices, Basket of Shares or Basket of ETF Interests is specified to be applicable in the Final Terms, the eighth Common Scheduled Trading Day following such Scheduled Reference Date; or

(b) in any other case, the eighth Scheduled Trading Day following such Scheduled Reference Date;

Reference Date means, for the purposes of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), each Valuation Date specified in the applicable Final Terms, or otherwise, any date construed to be a Reference Date in accordance with the Conditions;

Related Exchange, in respect of an Index relating to Single Index Notes or Index Basket Notes, an Underlying Share relating to Single Share Notes or Share Basket Notes or an ETF Interest relating to Single ETF Notes or ETF Basket Notes, means the Exchange specified as the Relevant Exchange 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 and options contracts relating to such Index, Underlying Shares or ETF Interest has temporarily relocated (**provided that** the Determination Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to such Index, Underlying Shares or ETF Interests on such temporary substitute exchange or quotation system as on the original Related Exchange) or, if none is specified, each exchange or quotation system where trading has a material effect (as determined by the Determination Agent) on the overall market for futures or options contracts relating to such Index, Underlying Shares or ETF Interests, as the case may be;

Relevant Index Benchmark means the Index;

Relevant Underlying Value has the meaning given to it in such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms;

Replacement DRs means depositary receipts other than ADRs representing the same Underlying Shares;

Scheduled Averaging Date means an original date (following any adjustment (if applicable) pursuant to paragraph (a) or (b) in the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been an Averaging Date;

Scheduled Closing Time means in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after-hours or any other trading outside of regular trading session hours;

Scheduled Reference Date means, for the purposes of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Reference Date;

Scheduled Trading Day means (a) except with respect to a Multi-exchange Index, any day on which each Exchange and each Related Exchange are scheduled to be open for trading for their respective regular trading session, (b) with respect to any Multi-exchange Index, any day on which (i) the Index Sponsor is scheduled to publish the level of the Index and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session, and (c) with respect to Bond Index, any day on which the Bond Index Sponsor is scheduled to publish the level of the Bond Index;

Settlement Cycle means, in respect of an Underlying Share, Index or ETF Interest, the period of Settlement Cycle Days following a trade in such Underlying Share, the securities underlying such Index or ETF Interest, as the case may be, on the Exchange in which settlement will customarily occur according to the rules of such exchange (or, in respect of any Multi- exchange Index, the longest such period) and for this purpose **Settlement Cycle Day** means, in relation to a clearing system any day on which such clearing system is (or but for the occurrence of a Settlement Disruption Event would have been) open for acceptance and executions of settlement instructions;

Trading Disruption means (a) except with respect to a Multi-exchange Index, any suspension of or limitation imposed on trading by the Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange, Related Exchange or otherwise (i) relating to the Underlying Share or ETF Interest on the Exchange, or, in the case of a Single Index Note

or Index Basket Note, on any relevant Exchange(s) relating to securities that comprise 20 per cent. or more of the level of the relevant Index or (ii) in futures or options contracts relating to the Underlying Share, the relevant Index or Indices or the ETF Interest on any relevant Related Exchange, and (b) with respect to any Multi-exchange Index, any suspension of or limitation imposed on trading by the Exchange or Related Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or Related Exchange or otherwise (i) relating to any Component on the Exchange in respect of such Component; or (ii) in futures or options contracts relating to the Index on the Related Exchange;

Underlying Issuer means the entity that is the issuer of the Underlying Share specified in the applicable Final Terms;

Underlying Share means, in relation to a particular Series of Notes, a share specified as such in the applicable Final Terms (with the exception of a share of Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE), or, in the case of a Share Basket Note, a share forming part of a basket of shares to which such Note relates;

Valid Date means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the Reference Date does not, or is not deemed to, occur; and

Valuation Date means each date specified as such or specified as an **Observation Date**, **Interest Determination Date**, **Barrier Observation Date**, **Determination Date, Strike Date** or **Automatic Early Redemption Valuation Date** in the applicable Final Terms, **provided that** if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Valuation Date shall be determined in accordance with the provisions of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*).

10. PROVISIONS RELATING TO CURRENCY-LINKED NOTES

This Condition 10 (*Provisions relating to Currency-Linked Notes*) is applicable only in relation to Notes specified in the relevant Final Terms as being Currency-Linked Notes.

10.1 *Valuation Date, Interest Determination Date, Observation Date, Determination Date*

In these Conditions:

(a) **Valuation Date** means, in respect of any Series of Currency-Linked Notes, the date(s) specified as such in the applicable Final Terms, and each Observation Date, Determination Date or Interest Determination Date, if applicable **provided that** where any such date is not a Currency Business Day then the Valuation Date shall be the first preceding day that is a Currency Business Day;

(b) **Interest Determination Date** means, in respect of any Series of Currency-Linked Notes, the date(s) specified as such in the applicable Final Terms, or, if no such date is specified, subject to Condition 10.2 (*Averaging*), the Interest Determination Date will be the date falling two Currency Business Days prior to the Interest Payment Date **provided that** where any such date is not a Currency Business Day then the Interest Determination Date shall be the first preceding day that is a Currency Business Day;

(c) **Observation Date** means, in respect of any Series of Currency-Linked Notes, the date(s) specified as such, **provided that** where any such date is not a Currency Business Day then the Observation Date shall be the first preceding day that is a Currency Business Day;

(d) **Determination Date** means, in respect of any Series of Currency-Linked Notes, the date(s) specified as such in the applicable Final Terms, or, if no such date is specified, subject to

Condition 10.2 (*Averaging*), the Determination Date will be the date falling two Currency Business Days prior to the Maturity Date **provided that** where any such date is not a Currency Business Day then the Determination Date shall be the first preceding day that is a Currency Business Day;

(e) **Relevant Date** means each Valuation Date, Interest Determination Date and Observation Date; and

(f) **Relevant Underlying Value** has the meaning given to it in such applicable provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms.

10.2 *Averaging*

If Averaging Dates are specified in the relevant Final Terms with respect to a Relevant Date, then notwithstanding any other provisions of these Conditions, the following provisions will apply to the determination of the Relevant Underlying Value in relation to a Relevant Date:

(a) **Averaging Date** means, in respect of a Relevant Date, each date specified as such or otherwise determined as provided in the applicable Final Terms, **provided that** if any such date is not a Currency Business Day, such date shall be the first preceding day that is a Currency Business Day.

(b) For purposes of determining the Relevant Underlying Value in relation to a Relevant Date, the Relevant Underlying Value will be determined in accordance with the applicable provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms on each Averaging Date (or, if different, the day on which rates for each Averaging Date would, in the ordinary course, be published or announced by the relevant price source).

(c) In the case where the Determination Agent determines that it is impossible to obtain the Relevant Underlying Value on an Averaging Date (or, if different, the day on which rates for that Averaging Date would, in the ordinary course, be published or announced by the relevant price source), such Averaging Date will be deemed not to be a relevant Averaging Date for purposes of determining the Relevant Underlying Value. If through the operation of this Condition 10.2, there would not be an Averaging Date with respect to the Relevant Date, the provisions of Conditions 10.3 (*Currency Disruption Events*) and 10.4 (*Currency Disruption Fallbacks*) shall apply for purposes of determining the Relevant Underlying Value on the final Averaging Date with respect to that Relevant Date as if such Averaging Date were a Valuation Date on which a Price Source Disruption had occurred.

10.3 *Currency Disruption Events*

(a) If so specified in the Final Terms relating to any Series of Notes, the following shall constitute **Currency Disruption Events** for the purposes of such Series:

(i) **Price Source Disruption**, which means it becomes impossible, as determined by the Determination Agent, acting in a commercially reasonable manner, to determine the Settlement Rate on the Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced by the applicable price source in accordance with the relevant price source);

(ii) **Additional Price Source Disruption**, which means, in relation to the determination of the Relevant Underlying Value on any Relevant Date, (A) the relevant exchange rate is not displayed on the Reference Source or any successor page for such Relevant Date; (B) such Relevant Date is any Unscheduled Holiday; or (C) the Determination Agent

determined in good faith that the exchange rate so displayed on the Reference Source is manifestly incorrect; and

(iii) **Price Materiality Event**, which means the Primary Rate differs from the Secondary Rate by at least the Price Materiality Percentage.

(b) If the applicable Final Terms specify that any Currency Disruption Event shall be applicable to such Series, then, where the Determination Agent determines, acting in a commercially reasonable manner, that such Currency Disruption Event occurs or has occurred and is continuing in respect of such Series:

(i) in the case of Price Source Disruption, on the day that is the Relevant Date in respect of such Series (or, if different, the day on which rates for that Relevant Date would, in the ordinary course, be published or announced by the relevant price source); and

(ii) in the case of any other Currency Disruption Event, on such other Relevant Date in respect of which such Currency Disruption Event is specified as applying in the applicable Final Terms,

then the Relevant Underlying Value for such Series will be determined in accordance with the terms of the Currency Disruption Fallback first applicable pursuant to Condition 10.4 (*Currency Disruption Fallbacks*), which shall be subject to Condition 10.3(c) below.

(c) If the Series of Notes is a single Currency-Linked Note, the provisions of Condition 10.3(a) and (b) shall apply.

(d) If the Series of Notes is a Currency Basket-Linked Note, and the Determination Agent determines that a Currency Disruption Event has occurred on any Valuation Date or Relevant Date in respect of any Settlement Rate (which for the purposes of Conditions 10.3 and 10.4 shall mean the Settlement Rate in respect of each Currency Pair), then:

(i) for each Settlement Rate for which the Determination Agent determines that a Currency Disruption Event has not occurred, the Settlement Rate shall be determined in accordance with the Conditions; and

(ii) for each Settlement Rate for which the Determination Agent determines that a Currency Disruption Event has occurred, the Determination Agent shall determine the Settlement Rate in accordance with the applicable Currency Disruption Fallback in accordance with Condition 10.4 and the applicable Final Terms.

10.4 *Currency Disruption Fallbacks*

(a) If so specified in the Final Terms relating to any Series of Notes, the following shall constitute "**Currency Disruption Fallbacks**" for the purposes of such Series, and the applicable Final Terms shall specify which Currency Disruption Fallback(s) shall apply to such Series, to which Currency Disruption Event each such Currency Disruption Fallback shall apply and, where more than one Currency Disruption Fallback may apply to a Currency Disruption Event, the order in which such Currency Disruption Fallback(s) shall apply to such Currency Disruption Event.

(i) **Determination Agent Determination of Settlement Rate** means that the Determination Agent will determine, in its reasonable discretion, the Settlement Rate (or a method for determining the Settlement Rate), taking into consideration all available information that it deems relevant including (but not limited to), in the case

of Currency Basket-Linked Notes, the relevant rate for each unaffected Currency Pair which was determined on the relevant Valuation Date; and

(ii) **Fallback Reference Price** means that the Determination Agent will determine, in its reasonable discretion, the Settlement Rate for such Series on the relevant Valuation Date (or, if different, the day on which rates for that Valuation Date would, in the ordinary course, be published or announced) pursuant to the Settlement Rate Option specified in the applicable Final Terms.

(b) Where more than one Currency Disruption Event occurs or exists or is deemed to occur or exist, then, unless the relevant Final Terms has specified which Currency Disruption Fallback shall apply in such circumstances, the Determination Agent shall determine, in its reasonable discretion, which Currency Disruption Fallback shall apply.

10.5 *Administrator/Benchmark Events - Currency-Linked Notes*

(a) If an Administrator/Benchmark Event and an Administrator/Benchmark Event Date occurs:

(i) the Currency Disruption Fallbacks specified in the applicable Final Terms to apply with respect to Administrator/Benchmark Event will apply, or if none are specified, the Currency Disruption Fallbacks specified in the applicable Final Terms to apply with respect to a Price Source Disruption shall be deemed to apply in accordance with Condition 11.4 provided that if the Relevant FX Benchmark is not the Settlement Rate then references to the "Settlement Rate" in the applicable Currency Disruption Fallbacks and related definitions and provisions of these Conditions shall be deemed to be references to the Relevant FX Benchmark;

(ii) if it (i) is or would be unlawful at any time under any applicable law or regulation or (ii) would contravene any applicable licensing requirements, for the Issuer or the Determination Agent to perform the actions prescribed in an applicable Currency Disruption Fallback (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), the next applicable Currency Disruption Fallback will apply; and

(iii) if the Issuer determines that the last applicable Currency Disruption Fallback does not provide a Settlement Rate (including due to the applicability of paragraph (ii) above in relation to the last applicable Currency Disruption Fallback), then the Issuer shall give not less than five Business Days' notice to redeem the Notes and the Issuer's obligations under the Notes shall be satisfied in full upon payment in respect of each Note of an amount equal to either:

(A) if "**Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Accrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(B) if "**Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Accrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(C) if "**Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Unaccrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest;

(D) if "**Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Unaccrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(E) if "**Early Redemption Amount (Administrator/Benchmark Event) - Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(F) if "**Early Redemption Amount (Administrator/Benchmark Event) - Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

(b) The Determination Agent shall as soon as reasonably practicable under the circumstances notify the Issuer and the Fiscal Agent of the occurrence of an Administrator/Benchmark Event Date and of any action taken as a consequence. The Fiscal Agent shall provide notice to the Noteholders of any Administrator / Benchmark Event Date and of any action taken as a consequence in accordance with Condition 26.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of the foregoing.

10.6 *Additional Disruption Events - Currency-Linked Notes*

(a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Notes shall continue or be redeemed early.

(b) If the Issuer determines that the relevant Notes shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to any variable relevant to the redemption, settlement, or payment terms of the relevant Notes and/or any other adjustment which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Noteholders of any such adjustment, giving summary details of the adjustment in accordance with Condition 26.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of any such adjustment.

(c) If the Issuer determines that the relevant Notes shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Notes and the Issuer's obligations

under the Notes shall be satisfied in full upon payment in respect of each Note of an amount equal to either:

(i) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(ii) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(iii) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest;

(iv) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(v) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(vi) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

(d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent and the Determination Agent of the occurrence of an Additional Disruption Event.

(e) For the purposes hereof:

Additional Disruption Event means, with respect to any Series of Currency-Linked Notes, Change in Law, Hedging Disruption, and / or Increased Cost of Hedging as are applicable as specified in the applicable Final Terms.

10.7 *Change to a Relevant FX Benchmark*

If the definition, methodology or formula for a Relevant FX Benchmark, or other means of calculating the Relevant FX Benchmark, is changed (irrespective of the materiality of any such change or changes),

then, unless otherwise specified in the applicable Final Terms, references to that Relevant FX Benchmark shall be to the Relevant FX Benchmark as changed.

10.8 *Definitions applicable to Currency-Linked Notes*

In relation to Currency-Linked Notes, the following expressions have the meanings set out below:

Change in Law means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), 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 that (x) it has become illegal to hold, acquire or dispose of Hedge Positions or (y) it will incur a materially increased cost in performing its obligations with respect to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

Currency Business Day means, for the purposes of:

(i) the definition of Valuation Date in Condition 10.1 (*Valuation Date*, *Interest Determination Date*, *Observation Date*, *Determination Date*), in respect of any Series of Currency-Linked Notes: (1) a day on which commercial banks are (or but for the occurrence of a Currency Disruption Event, would have been) open for business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the Principal Financial Centre(s) of the Reference Currency or (2) where the currency to be valued is euro, a day that is a T2 Settlement Day and a Business Day; and

(ii) for any other purpose, in respect of any Series of Currency-Linked Notes: (1) a day on which commercial banks are open for general business (including dealings in foreign exchange in accordance with the market practice of the foreign exchange market) in the Principal Financial Centre(s) of the Reference Currency and (2) where one of the Currency Pair is euro, a day that is a T2 Settlement Day;

Currency Pair means the Reference Currency and the Settlement Currency;

Currency-Reference Dealers is a Settlement Rate Option which means that the Spot Rate for a Rate Calculation Date will be determined on the basis of quotations provided by Reference Dealers on that Rate Calculation Date of that day's Specified Rate, expressed as the amount of Reference Currency per one unit of Settlement Currency for settlement on the Maturity Date (or other relevant date for payment under the Notes). The Determination Agent will request each of the Reference Dealers to provide a firm quotation of its Specified Rate for a transaction where the amount of Reference Currency equals the Specified Amount. If four quotations are provided, the rate for a Rate Calculation Date will be the arithmetic mean of the Specified Rates, without regard to the Specified Rates having the highest and lowest value. If exactly three quotations are provided, the rate for a Rate Calculation Date will be the Specified Rate provided by the Reference Dealer that remains after disregarding the Specified Rates having the highest and lowest values. For this purpose, if more than one quotation has the same highest value or lowest value, then the Specified Rate of one of such quotations shall be disregarded. If exactly two quotations are provided, the rate for a Rate Calculation Date will be the arithmetic mean of the Specified Rates. If only one quotation is provided, the rate for a Rate Calculation Date will be the Specified Rate quoted by that Reference Dealer. The quotations used to determine the Spot Rate for a Rate Calculation Date will be determined in each case at the Specified Time on that Rate Calculation Date;

Hedge Positions means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Notes;

Hedging Disruption means that the Issuer 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 risk of entering into and performing its obligations under the Notes, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

Increased Cost of Hedging means that the Issuer 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 risk of entering into 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 shall not be deemed an Increased Cost of Hedging;

Price Materiality Percentage means the percentage specified as such in the applicable Final Terms;

Primary Rate means the rate determined using the Settlement Rate Option specified for such purpose in the applicable Final Terms;

Rate Calculation Date means any Valuation Date or Averaging Date (as defined in Conditions 10.1 (*Valuation Date*, *Interest Determination Date*, *Observation Date*, *Determination Date*) and 10.2 (*Averaging*), respectively);

Reference Currency means the currency or currencies specified as such in the applicable Final Terms;

Reference Currency Jurisdiction means the jurisdiction specified as such in the applicable Final Terms;

Reference Dealers means the reference dealers specified as such in the applicable Final Terms;

Reference Source means the source (such as a Reuters screen page or Bloomberg page) specified as such in the applicable Final Terms;

Relevant FX Benchmark means, in respect of any Notes:

(i) the Settlement Rate;

the Settlement Rate Option;

the Primary Rate and the Secondary Rate; and

any other index, benchmark, rate or price source which is referenced in the Notes and which is a measure constituting an index (or combination of indices) under any law or regulation applicable to the Notes and identified as a "Relevant FX Benchmark" in the applicable Final Terms.

To the extent that a Fallback Reference Price is used, it shall be a "Relevant FX Benchmark" from the day on which it is used.

Secondary Rate means the rate determined using the Settlement Rate Option specified for such purpose in the applicable Final Terms;

Settlement Currency means the currency specified as such in the applicable Final Terms;

Settlement Rate means the rate as determined by the Determination Agent, in its reasonable absolute discretion, in accordance with the applicable Final Terms and, where applicable shall be determined in accordance with Condition 11.2 (*Averaging*);

Settlement Rate Option means, for the purposes of calculating the Settlement Rate, the Settlement Rate Option specified in the applicable Final Terms (or which is applicable pursuant to Condition 10.4 (*Currency Disruption Fallbacks*));

Specified Amount means the amount of Reference Currency specified as such in the relevant Final Terms;

Specified Rate means any of the following rates, as specified in the relevant Final Terms: (i) the Reference Currency bid exchange rate, (ii) the Reference Currency offer exchange rate, (iii) the average of the Reference Currency bid and offer exchange rates, (iv) the Settlement Currency bid exchange rate, (v) the Settlement Currency offer exchange rate, (vi) the average of the Settlement Currency bid and offer exchange rates, (vii) the official fixing rate or (viii) any other exchange rate specified in the relevant Final Terms. If no such rate is specified, the Specified Rate will be deemed to be the average of the Reference Currency bid and offer rate;

Specified Time means, in respect of any series of Notes and the determination of the Spot Rate, the time specified as such in the applicable Final Terms, or if no such time is specified, the time chosen by the Determination Agent;

Spot Rate means for any Valuation Date, the relevant currency exchange rate determined in accordance with the applicable Settlement Rate Option and, if a Settlement Rate Option is not applicable, the currency exchange rate at the time at which such rate is to be determined for foreign exchange transactions in the Currency Pair for value on the Maturity Date (or other relevant date for payment under the Notes), as determined in good faith and in a commercially reasonable manner by the Determination Agent; and

Unscheduled Holiday means that a day is not a Currency Business Day and that the market was not aware of such fact (by means of a public announcement or by reference to other publicly available information) until a time later than 9:00 a.m. local time in the Principal Financial Centre(s) of the Reference Currency two Currency Business Days prior to such day.

11. PROVISIONS RELATING TO INFLATION-LINKED NOTES

This Condition 11 (*Provisions Relating to Inflation-Linked Notes*) is applicable only in relation to Notes specified in the relevant Final Terms as being Inflation Linked Notes. The definitions set out in Condition 9.9 (*Definitions applicable to Securities-Linked Notes*~~*Definitions applicable to Securities-Linked Notes*~~) will also apply in relation to a Series of Inflation Linked Notes unless the context otherwise requires, or such term is defined otherwise herein, and for the purposes of this clause, the definition of Index under Condition 9.9 shall be deemed to include an Inflation Index.

11.1 *Delay of Publication*

If any level of an Inflation Index for a Reference Month which is relevant to the calculation of a payment under the Notes (a **Relevant Level**) has not been published or announced by the day that is five Business Days prior to the next Specified Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date under the Notes or other relevant payment date as may be specified in the applicable Final Terms in relation to the Notes, the Determination Agent shall determine a Substitute Inflation Index Level (in place of such Relevant Level) in a commercially reasonable manner in its reasonable discretion. If a Relevant Level is published or announced at any time after the day that is five Business Days prior to the next Specified Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date as may be specified in the applicable Final Terms in relation to the Notes, such Relevant Level will not be used in any calculations. The Substitute Inflation Index Level so determined pursuant to this Condition 11.1 (*Delay of Publication*), will be the definitive level for that Reference Month.

11.2 *Cessation of Publication*

If a level for the Inflation Index has not been published or announced for two consecutive months or the Inflation Index Sponsor announces that it will no longer continue to publish or announce the Inflation Index then the Determination Agent shall determine a Successor Index (in lieu of any previously applicable Inflation Index) for the purposes of the Notes by using the following methodology:

11.2.1 If at any time a Successor Inflation Index has been designated by the Determination Agent pursuant to the terms and conditions of the Related Bond, such Successor Inflation Index shall be designated a "Successor Inflation Index" for the purposes of all subsequent Specified Interest Payment Dates or other relevant payment date as may be specified in the applicable Final Terms in relation to the Notes, notwithstanding that any other Successor Inflation Index may previously have been determined under Conditions 11.2.2, 11.2.3 or 11.2.4 below; or

11.2.2 If a Successor Inflation Index has not been determined under Condition 11.2.1 above and a notice has been given or an announcement has been made by the Inflation Index Sponsor, specifying that the Inflation Index will be superseded by a replacement index specified by the Inflation Index Sponsor, and the Determination Agent determines that such replacement index is calculated using the same or substantially similar formula or method of calculation as used in the calculation of the previously applicable Inflation Index, such replacement index shall be the Inflation Index for purposes of the Notes from the date that such replacement index comes into effect; or

11.2.3 If a Successor Inflation Index has not been determined under Condition 11.2.1 or Condition 11.2.2 above, the Determination Agent shall ask five leading independent dealers to state what the replacement Index for the Inflation Index should be. If between four and five responses are received, and of those four or five responses, three or more leading independent dealers state the same Inflation Index, this Index will be deemed the "Successor Inflation Index". If three responses are received, and two or more leading independent dealers state the same Inflation Index, this Inflation Index will be deemed the "Successor Inflation Index". If fewer than three responses are received, the Determination Agent will proceed to Condition 11.2.4 below; or

11.2.4 If no Successor Inflation Index has been deemed under Conditions 11.2.1, 11.2.2 or 11.2.3 above by the fifth Business Day prior to the next Affected Payment Date the Determination Agent will determine an appropriate alternative index for such Affected Payment Date, and such index will be deemed a "Successor Inflation Index"; or

11.2.5 If the Determination Agent determines that there is no appropriate alternative index, the Issuer shall give not less than five Business Days' notice to redeem the Notes and the Issuer's obligations under the Notes shall be satisfied in full upon payment in respect of each Note of an amount equal to either:

(i) if "**Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Accrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(ii) if "**Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Accrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(iii) if "**Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Unaccrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest;

(iv) if "**Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Unaccrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(v) if "**Early Redemption Amount (Inflation Index Cessation) - Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(vi) if "**Early Redemption Amount (Inflation Index Cessation) - Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (**provided that** such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

11.3 *Rebasing of the Inflation Index*

If the Determination Agent determines that an Inflation Index has been or will be rebased at any time, the Inflation Index as so rebased (the **Rebased Index**) will be used for purposes of determining the level of such Index from the date of such rebasing; provided, however, that the Calculation Agent shall make such adjustments as are made by the Determination Agent 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 the Inflation Index before it was rebased. If there is no Related Bond, the Determination Agent shall make adjustments to the levels of the Rebased Index so that the Rebased Index levels reflect the same rate of inflation as the Inflation Index before it was rebased. Any such rebasing shall not affect any prior payments made under the Notes.

11.4 *Material Modification Prior to Payment Date*

If, on or prior to the day that is five Business Days before an Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date in relation to the Notes, an Inflation Index Sponsor announces that it will make a material change to an Inflation Index then the Determination Agent shall make any such adjustments to the Inflation Index consistent with adjustments made to the Related Bond, or, if there is no Related Bond, only those adjustments necessary for the modified Inflation Index to continue as the Inflation Index.

11.5 *Manifest Error in Publication*

If, within thirty days of publication and prior to the redemption of the Notes or payments in respect of any relevant Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date in relation to the Notes, the Determination Agent determines that the Inflation Index Sponsor has corrected the level of the Inflation Index to remedy a manifest error in its original publication, the Determination Agent will notify the holders of the Notes in accordance with Condition 26 (*Notices*) of (i) that correction, (ii) the adjusted amount that is then payable under the Notes as a result of that correction and (iii) take such other action as it may deem necessary to give effect to such

correction, provided that any amount payable pursuant to sub-paragraph (ii) above shall be paid (with no interest accruing thereon) (a) in connection with an Inflation Index Sponsor's correction to remedy a manifest error in the level of an Inflation Index for a Reference Month for which the Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date in relation to the Notes has occurred, within 15 Business Days after notice of such amount payable by the Determination Agent, (b) in connection with an Inflation Index Sponsor's correction to remedy a manifest error in the level of an Inflation Index for a Reference Month for which the Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date in relation to the Notes has not occurred, as an adjustment to the payment obligation on the next Specified Interest Payment Date or (c) if there is no further Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date in relation to the Notes, within 15 Business Days after notice of such amount payable by the Determination Agent.

11.6 *Index Level Adjustment Correction*

In relation to any Inflation Index, as specified in the Final Terms, either (i) the first publication or announcement of the level of the Inflation Index (disregarding estimates) by the relevant Inflation Index Sponsor for any Reference Month shall be final and conclusive and, subject to this Condition 11, later revisions to the level of the Inflation Index for such Reference Month will not be used in any calculations; or (ii) the first publication or announcement of a level of the Inflation Index (disregarding estimates) published by the relevant Index Sponsor or, if revised, any subsequent revision of such level for a Reference Month shall be final and conclusive for such Reference Month, provided that such revisions are published or announced up to and including the day that is two Business Days prior to any relevant Interest Payment Date, Maturity Date or any other payment in respect of the Notes. The Issuer shall give notice to Noteholders of Inflation Linked Notes of any valid revision in accordance with Condition 26 (*Notices*) within 15 Business Days of the publication or announcement of such revision.

11.7 *Additional Disruption Events - Inflation Linked Notes*

(a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Notes shall continue or be redeemed early.

(b) If the Issuer determines that the relevant Notes shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to any variable relevant to the redemption or payment terms of the relevant Notes and/or any other adjustment which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

(c) If the Issuer determines that the relevant Notes shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Notes and the Issuer's obligations under the Notes shall be satisfied in full upon payment in respect of each Note of an amount equal to:

(i) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(ii) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as

specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(iii) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without accrued interest;

(iv) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(v) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(vi) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

(d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Determination Agent of the occurrence of an Additional Disruption Event.

11.8 *Definitions Applicable to Inflation-Linked Notes*

In relation to Inflation Linked Notes, the following expressions have the meanings set out below:

Additional Disruption Event means, with respect to any Series of Inflation-Linked Notes, such Change in Law, Hedging Disruption or Increased Cost of Hedging as specified as applicable in the applicable Final Terms.

Affected Payment Date means each Interest Payment Date, Automatic Early Redemption Date, Maturity Date or other relevant payment date as may be specified in the applicable Final Terms in relation to the Notes in respect of which an Inflation Index has not been published or announced;

Change in Law means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), 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 that (x) it has become illegal to hold, acquire or dispose of Hedge Positions or (y) it will incur a materially increased cost in performing its obligations with respect to the Notes (including,

without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

Fallback Bond means an inflation linked bond selected by the Determination Agent and issued by the government of a country to whose level of inflation the Inflation Index relates and which pays a coupon or redemption amount which is calculated by reference to the Inflation Index, with a maturity date which falls on (a) the same date as the Maturity Date, or (b) if no such bond as described in (a) can be determined, the next longest maturity after the Maturity Date, or (c) if no such bond as described in either (a) or (b) can be determined, the next shortest maturity before the Maturity Date. If the Inflation Index relates to the level of inflation across the European Monetary Union, the Determination Agent will select an inflation-linked bond that is a debt obligation of one of the governments (but not any government agency) of France, Italy, Germany or Spain and which pays a coupon or redemption amount which is calculated by reference to the level of inflation in the European Monetary Union. In each case, the Determination Agent will select the Fallback Bond from those inflation-linked bonds issued on or before the Issue Date of the Notes and, if there is more than one inflation-linked bond maturing on the same date, the Fallback Bond shall be selected by the Determination Agent from those bonds. If the Fallback Bond redeems the Determination 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);

Hedge Positions means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Notes;

Hedging Disruption means that the Issuer 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 risk of entering into and performing its obligations under the Notes, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

Increased Cost of Hedging means that the Issuer 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 risk of entering into 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 shall not be deemed an Increased Cost of Hedging;

Inflation Index means any index specified as such in the applicable Final Terms;

Inflation Index Sponsor means, in respect of an Inflation Index, the entity specified as such in the relevant Final Terms or, if no entity is specified, the entity that publishes or announces (directly or through an agent) the level of the relevant Inflation Index;

Reference Month means the calendar month for which the level of the relevant Inflation Index was reported, regardless of when this information is published or announced, and, where such Reference Month is relevant to determine the Relevant Underlying Value (as defined in the Additional Terms and Conditions) on any Interest Determination Date, Barrier Observation Date (as defined in the Additional Terms and Conditions) or Automatic Early Redemption Valuation Date or Determination Date (as defined in the Additional Terms and Conditions), means the Reference Month specified in respect of each such date. If the period for which the Inflation Index level was reported is a period other than a month, the Reference Month will be the period for which the Inflation Index level was reported;

Related Bond means the bond specified in the applicable Final Terms, or if no bond is so specified, the Fallback Bond. If the Related Bond is "Fallback Bond", then for any Related Bond determination under

these Conditions, the Determination Agent shall use the Fallback Bond (as that is defined in this Condition 11.7 (*Additional Disruption Events*) herein). 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 Determination Agent shall use the Fallback Bond for any Related Bond determination;

Substitute Inflation Index Level means an Inflation Index level, determined by the Determination Agent pursuant to the provisions of Condition 11.1 (*Delay of Publication*), in respect of an Affected Payment Date; and

Successor Inflation Index has the meaning specified in Condition 11.2 (*Cessation of Publication*).

12. PROVISIONS RELATING TO FUND-LINKED NOTES

This Condition 12 (*Provisions relating to Fund-Linked Notes*) shall apply only to Notes specified in the applicable Final Terms as being Single Fund-Linked Notes or Fund Basket-Linked Notes.

12.1 *Market Disruption, Reference Dates and Averaging Dates*

(a) If a Reference Date is not a Fund Business Day, the relevant Reference Date shall be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the applicable Final Terms, the next succeeding Common Fund Business Day.

(b) The Determination Agent shall as soon as reasonably practicable under the circumstances notify the Issuer of the occurrence of a Disrupted Day on any day that, but for the occurrence or continuance of a Disrupted Day, would have been a Reference Date.

(c) If any Reference Date is a Disrupted Day, then:

(i) in the case of Single Fund Notes, the relevant Reference Date shall be the next succeeding Fund Business Day that is not in the determination of the Determination Agent a Disrupted Day, unless no Fund Business Day that is not a Disrupted Day has occurred prior to the last Fund Business Day of one Cut-off Period following the Scheduled Reference Date. In that case, (i) the last Fund Business Day of such Cut-off Period shall be deemed to be the Reference Date, notwithstanding the fact that such Fund Business Day is a Disrupted Day, and (ii) the Determination Agent shall determine its estimate of the value for the Fund Interest as of the Valuation Time on that deemed Reference Date, acting in good faith and a commercially reasonable manner; or

(ii) in the case of Fund Basket Notes:

(A) where "Individual Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:

(1) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(2) the Reference Date for any Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an **Affected Basket Component**) shall be the first Fund Business Day following the relevant

Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component, unless no Fund Business Day that is not a Disrupted Day has occurred prior to the last Fund Business Day of one Cut-off Period following the Scheduled Reference Date. In that case, (i) the last Fund Business Day of such Cut-off Period shall be deemed to be the Reference Date, notwithstanding the fact that such Fund Business Day is a Disrupted Day, and (ii) the Determination Agent shall determine its estimate of the value for that Affected Basket Component as of the Valuation Time on that deemed Reference Date, acting in good faith and a commercially reasonable manner;

(B) where "Common Fund Business Days and Common Disrupted Days" is specified to be applicable in the relevant Final Terms, then if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, the Reference Date for each such Basket Component shall be the first Common Fund Business Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of any Basket Component, unless no Common Fund Business Day that is not a Disrupted Day has occurred prior to the last Fund Business Day of one Cut-off Period following the Scheduled Reference Date. In that case, (i) the last Fund Business Day of such Cut-off Period shall be deemed to be the Reference Date, notwithstanding the fact that such Fund Business Day is a Disrupted Day, and (ii) the Determination Agent shall determine its estimate of the value for each Basket Component as of the Valuation Time on that deemed Reference Date, acting in good faith and a commercially reasonable manner;

(C) where "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:

(aa) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(bb) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an **Affected Basket Component**) shall be the first Fund Business Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component, unless no Fund Business Day for such Basket Component that is not a Disrupted Day has occurred prior to the last Fund Business Day of one Cut-off Period following the Scheduled Reference Date. In that case, (i) the last Fund Business Day of such Cut-off Period shall be deemed to be the Reference Date, notwithstanding the fact that such Fund Business Day is a Disrupted Day, and (ii) the Determination Agent shall determine its estimate of the value for that Affected Basket Component as of the Valuation Time on that deemed Reference Date, acting in good faith and a commercially reasonable manner;

(d) If Averaging Dates are specified in the applicable Final Terms with respect to a Reference Date then, notwithstanding any other provisions of these Conditions, the following provisions will apply to the valuation of the relevant Fund Interest or Basket of Funds in relation to the relevant Reference Date:

(i) If, in respect of Single Fund Notes, any Averaging Date in respect of a Reference Date is a Disrupted Day, then the Averaging Date shall be the first succeeding Valid Date. If the first succeeding Valid Date has not occurred prior to the Cut-off Period following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of the relevant Scheduled Reference Date, then (1) the last day of such Cut-off Period shall be deemed the Averaging Date (irrespective of whether such day is already an Averaging Date), and (2) the Determination Agent shall determine its estimate of the value for the Fund Interest as of the Valuation Time on that deemed Averaging Date, acting in good faith and a commercially reasonable manner; and,

(ii) If, in the case of Fund Basket Notes, a Scheduled Averaging Date in respect of a Reference Date is determined by the Determination Agent to be a Disrupted Day in respect of any Basket Component, then:

(A) where "Individual Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(2) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the first succeeding Valid Date in relation to such Affected Basket Component. If the first succeeding Valid Date has not occurred prior to the Cut-off Period following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of the relevant Scheduled Reference Date, then (1) the last day of such Cut-off Period shall be deemed the Averaging Date (irrespective of whether such day is already an Averaging Date notwithstanding the fact that such day may not be a Valid Date), and (2) the Determination Agent shall determine its estimate of the value for that Affected Basket Component as of the Valuation Time on that deemed Averaging Date acting in good faith and a commercially reasonable manner ;

(B) where "Common Fund Business Days and Common Disrupted Days" is specified to be applicable in the relevant Final Terms, then the Averaging Date for each Basket Component shall be the first succeeding Common Valid Date. If the first succeeding Common Valid Date has not occurred prior to one Cut-off Period following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of the relevant Scheduled Reference Date, then (1) the last day of such Cut-off Period shall be deemed the Averaging Date (irrespective of whether such day is already an Averaging Date and notwithstanding the fact that such day may not be a Common Valid Date), and (2) the Determination Agent shall determine its estimate of the value for each Basket Component as of the Valuation Time on that deemed Averaging Date, acting in good faith and a commercially reasonable manner;

(C) where "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(2) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the first succeeding Valid Date in relation to such Affected Basket Component. If the first succeeding Valid Date has not occurred prior to the Cut-off Period following the original date that, but for the occurrence of another Averaging Date or Disrupted Day, would have been the final Averaging Date in respect of the relevant Scheduled Reference Date, then (1) the last day of such Cut-off Period shall be deemed the Averaging Date (irrespective of whether such day is already an Averaging Date and notwithstanding the fact that such day may not be a Valid Date), and (2) the Determination Agent shall determine its estimate of the value for that Affected Basket Component as of the Valuation Time on that deemed Averaging Date, acting in good faith and a commercially reasonable manner;

12.2 *Potential Adjustment Events*

Following the declaration by any Fund or Fund Service Provider of the terms of any Potential Adjustment Event, the Determination Agent will determine whether such Potential Adjustment Event has a diluting or concentrative effect on the theoretical value of the relevant Fund Interest or amount of Fund Interest and, if so, will (i) make the corresponding adjustment(s), if any, to any one or more of the Redemption Amount and/or any such other amounts payable under the Notes, the Reference Price and, in any case, any other variable relevant to the calculation, valuation, payment or other terms of Notes as the Determination Agent determines appropriate to account for that diluting or concentrative effect (provided that no adjustments will be made to account solely for changes in volatility, expected dividends or liquidity relative to the relevant Fund Interest) and (ii) determine the effective date(s) of the adjustment(s).

12.3 *Corrections*

Unless occurring after the day falling three Business Days prior to a due date for any payment or delivery under the Notes calculated by reference to the value of, or proceeds received from, any Fund Interest, if the Determination Agent determines that a Fund or a Fund Administrator adjusts any relevant value of the Fund Interest, including the Reference Price or the Redemption Proceeds that would have been paid to a Hypothetical Investor redeeming the relevant number of Fund Interests that are subject to valuation used for determining amounts and/or assets due under the Notes, then the Determination Agent shall make such adjustments to the terms of the Notes as it determines necessary and practicable to reflect that the relevant value of the Fund Interest to be used shall be the value of, or proceeds received from, the relevant Fund Interest as so adjusted.

12.4 *Fund Events*

12.4.1 If at any time the Determination Agent determines that a Fund Event has occurred and/or is continuing then the Determination Agent shall provide written notice thereof to the Issuer (a **Fund Event Notice**). The Determination Agent shall not have any obligation to monitor the occurrence of a Fund Event nor shall it have any obligation to make a determination that a Fund Event has occurred or is continuing.

12.4.2 where Fund Event Unscheduled Redemption is specified as applicable in the applicable Final Terms, whether the relevant Notes shall be redeemed other than on the Scheduled Maturity Date. The Issuer will, in its reasonable discretion, determine whether the relevant Notes shall continue or shall be redeemed early and the mechanics for determining and calculating the valuation of any Affected Fund Interest and any payments under the Notes shall be suspended, subject to Condition 12.4.3 below. If the Issuer determines that the relevant Notes shall be so redeemed, then the Issuer shall redeem each Note at an amount equal to the Early Redemption Amount on such date as the Issuer may notify to Noteholders in accordance with Condition 26.8 (*Notices*), provided that not less than five Business Days' notice of such date, other than the Scheduled Maturity Date, is given to Noteholders.

12.4.3 If the Issuer determines that the relevant Notes shall continue then, the Issuer may direct the Determination Agent to determine:

(a) whether to substitute any Affected Fund Interest with the Successor Fund Interest relating to such Affected Fund Interest; and/or

(b) whether to make such adjustment to account for such Fund Event as it considers appropriate which may include, without limitation:

(i) making an adjustment to the calculation of the Redemption Amount and/or any such other amounts due under the Notes (which may include calculating a valuation (which may be zero) for the Affected Fund Interest and/or adjusting the weighting of the Affected Fund Interest in a Basket of Funds and/or deferring any relevant Determination Date until the circumstances giving rise to the relevant Fund Event are no longer continuing), all in the determination of the Determination Agent, acting in good faith and a commercially reasonable manner, and/or

(ii) adjustments to any amount due in respect of the Notes to reflect (I) the Removal Value of the Affected Fund Interest instead of the Reference Price of the Affected Fund Interest and (II) an amount determined by the Determination Agent in respect of interest (compounded on a daily basis) of the Removal Value of such Affected Fund Interest accrued at an overnight rate relating to the Specified Currency selected by the Determination Agent during the period from (and including) the date on which the replacement of the Affected Fund Interest is effective to (but excluding) the Maturity Date.

Where it is required to determine a valuation of the Affected Fund Interest for the purposes of this Condition 12.4.3 other than by reference to the Reference Price, the Determination Agent shall determine the mechanics for calculating such valuation of the Affected Fund Interest (which valuation may be zero) by reference to such sources as it considers appropriate including, but not limited to, by reference to the value it may obtain from a third party on arms' length terms for the transfer to it of any hedging arrangements relating to the Notes in so far as they relate to such Affected Fund Interest. Any payments under the Notes determined by reference to the value of the Affected Fund Interest shall be suspended until payment of the Early Redemption Amount or, as the case may be, determination of the valuation of the Affected Fund Interest. The date of payment of the Early Redemption Amount (or the proportion thereof relating to the valuation of the Affected Fund Interest), or other relevant amount determined by reference to the Affected Fund Interest may fall on such commercially reasonable date after the Scheduled Maturity Date as the Determination Agent considers necessary or appropriate to enable it to determine the relevant valuation subject to any Final Cut-off Date and provided that, if the Determination Agent is not

able to determine such a value by reference to a Reference Price for an applicable deferred Determination Date or for such a transfer of any hedging arrangements to a third party by the Scheduled Maturity Date or, if later, any Final Cut-off Date, it may deem the valuation to be zero.

The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

For the purposes of this Condition 12.4.3:

(a) **Successor Fund Interest** means, in respect of any Affected Fund Interest one or more funds that, in the determination of the Determination Agent have characteristics, investment objectives and policies similar to those in effect for the Affected Fund Interest immediately prior to the occurrence of the relevant Fund Event.

(b) The Affected Fund Interest shall be replaced by a number of units of the Successor Fund Interest with a combined value (as determined by the Determination Agent) equal to the relevant Removal Value of the applicable number of units of the Affected Fund Interest. Such replacement shall be effected, from time to time whenever the Removal Value changes, on the date, as determined by the Determination Agent, on which the Fund issuing the Successor Fund Interest would admit a Hypothetical Investor who, on the Fund Business Day next following the date on which any Removal Value not previously applied toward any Successor Fund Interest would be received by such Hypothetical Investor redeeming out of the relevant amount of Affected Fund Interest, had submitted a valid order to purchase such amount of the Successor Fund Interest.

(c) if necessary, the Determination Agent will adjust any relevant terms, including, but not limited to adjustments to account for changes in the Fund Interest Currency, the Frequency of Fund Interest Valuations, volatility, investment strategy or liquidity relevant to such Fund Interests or the Notes.

12.5 *Notice of Fund Event*

Notice of the consequences of a Fund Event shall be given to the Noteholders in accordance with Condition 26 (*Notices*). Such notice shall (i) identify the Affected Fund Interest (if applicable) and the relevant Fund Event and contain a summary of the facts constituting such event, (ii) if applicable, identify the Successor Fund Interest and specify the effective date of such substitution, (iii) if applicable, specify adjustments made or expected to be made by the Determination Agent and (iv) if applicable, specify the date on which the Notes are to be redeemed.

12.6 *Definitions applicable to Fund-Linked Notes*

In relation to Fund-Linked Notes, the following expressions shall have the meanings set out below:

Affected Fund Interest means, at any time, any Fund Interest in respect of which the Determination Agent has determined that a Fund Event has occurred;

Affiliate means, in relation to any person, any entity controlled, directly or indirectly, by the person, any entity that controls, directly or indirectly, the person or any entity directly or indirectly under common control with the person (for such purposes, **control** of any entity or person means ownership of a majority of the voting power of the entity or person);

Averaging Date means, in respect of each Reference Date, either:

(A) in the case of (a) a Single Fund Note; or (b) a Fund Basket Note, where the applicable Final Terms provides that "Individual Fund Business Days and Individual Disrupted Days" shall be applicable, each date specified as such in the applicable Final Terms or, if such date is not a Fund Business Day, the next following Fund Business Day for such Fund or Basket Component (as the case may be); or

(B) in the case of a Fund Basket Note, where the applicable Final Terms provides that "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" shall be applicable, each date specified as such in the applicable Final Terms, or if any such date is not a Common Fund Business Day, the next following Common Fund Business Day for such Basket of Funds,

provided that if any such day is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*);

Basket Component means, in relation to a particular Series of Fund Basket Notes, each Fund Interest comprised in the relevant Basket of Funds;

Basket of Funds means a basket composed of such Fund Interests in such Funds specified in the applicable Final Terms in the relative proportions or number of units of each Fund Interest specified in the applicable Final Terms, subject to the provisions of Condition 12.4 (*Fund Events*);

Common Fund Business Day means, in respect of a Fund Basket Note, each day which is a Fund Business Day for all the Basket Components;

Common Valid Date means, in respect of a Fund Basket Note, a Fund Business Day that is not a Disrupted Day for any Basket Component and on which another Averaging Date in respect of the relevant Reference Date does not or is deemed not to occur;

Cut-off Period means, in respect of any date, the period specified in the applicable Final Terms, or if no such period is specified, a period of the shorter of (a) eight Fund Business Days or, in the case of a Fund Basket Note, eight Common Fund Business Days; and (b) three months provided that if a **Final Cut-off Date** is specified in the applicable Final Terms, then any Cut-off Period that would otherwise end after such Final Cut-off Date shall end on such Final Cut-off Date;

Determination Date means, in relation to any determination, each date specified as such in the applicable Final Terms, provided that if any such date is (i) not a Fund Business Day and/or (ii) a Disrupted Day, the relevant Determination Date shall be determined in accordance with the provisions of Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*);

Disrupted Day means any day on which a Market Disruption Event has occurred or is continuing;

Disruption Event means any of the following events as determined by the Determination Agent:

(a) in respect of any Fund Interest, the failure of (i) a Scheduled Fund Valuation Date to be a Fund Valuation Date or any continued postponement or suspension of such Fund Valuation Date; and/or (ii) there to be a Fund Reporting Date and/or Reported Net Asset Value relating to the relevant Fund Valuation Date;

(b) in respect of any Fund Interest, (i) there is a failure by the Fund to pay the full amount (whether expressed as a percentage or otherwise) of the Redemption Proceeds in the Fund Interest Currency with respect to the relevant number of Fund Interest Units or amount of such Fund Interest scheduled to have been paid on or by such day according to the Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the

Reference Fund to delay or refuse redemption of such Fund Interests); or (ii) a Hypothetical Investor which had submitted a valid redemption notice in respect of such Fund Interest (in the case of a Single Fund Note) or each Fund Interest comprised in the Basket of Funds (in the case of a Fund Basket Note) on the last date permitted pursuant to the relevant Fund Documents would, in the reasonable opinion of the Determination Agent, not have received in full the Redemption Proceeds in respect of such redemption(s) on or before the date which is three Business Days prior to a related scheduled date for payment under the Notes;

(c) the inability (including by reason of illegality) of, or the impracticability for, a Hedging Party to (i) unwind or dispose of any transaction it has entered into, or any asset it holds, in either case for the purpose of hedging its exposure to price variations of the Fund Interest (in the case of Single Fund Notes) or the Basket of Funds (in the case of Fund Basket Notes) inherent in its obligations, in the case of the Issuer, under the Notes or, in the case of an Affiliate, under any transaction pursuant to which it hedges the Issuer's exposure to the Fund Interest (in the case of Single Fund Notes) or the Basket of Funds (in the case of the Fund Basket Notes) under the Notes, when scheduled or at all (including any change to the notice period for redemptions, transfers or subscriptions of a Fund Interest under the Fund Documents, any gating, side-pocketing or other arrangement affecting such a Hedging Party), or (ii) realise, recover or remit to any person the proceeds of any such transaction or asset, and/or

(d) any closure other than for ordinary public holidays and/or any restriction or suspension in trading of foreign exchange markets or money markets in a relevant Fund Interest Currency or Specified Currency that, in the opinion of the Determination Agent, would have a material effect on the ability market participants to effect transactions in such markets,

provided that if any event would otherwise be both a Disruption Event and Fund Event, such event shall be treated solely as a Fund Event;

Exchange means, in respect of a Fund Interest, the principal exchange or quotation system in such Fund Interest, as determined by the Determination Agent, any successor to such Exchange or quotation system or any substitute exchange or quotation system to which the Fund Interest has temporarily relocated;

Extraordinary Dividend means an amount per relevant Fund Interest specified or otherwise determined by the Determination Agent;

Final Cut-off Date means the date specified as such in the applicable Final Terms;

Frequency of Fund Interest Valuation means, in respect of a Fund Interest, the frequency of occurrence of a Fund Business Day for such Fund Interest as determined by reference to the Fund Documents in effect on the Trade Date;

Fund means, in respect of any Fund Interest, the issuer of, or other legal arrangement (including, if applicable, any relevant class or series) giving rise to, the relevant Fund Interest as specified in the applicable Final Terms;

Fund Administrator means, in respect of any Fund and the related Fund Interest, any fund administrator, manager, trustee or similar person responsible for the administration of such Fund and the determination and reporting of any official price or value of such Fund according to the Fund Documents or any successor acceptable to the Determination Agent;

Fund Adviser means any person appointed in the role of discretionary investment manager or non-discretionary investment adviser (including a non-discretionary investment adviser to a discretionary investment manager or to another non-discretionary investment adviser) for such Fund and/or a Fund

Administrator and/or any other person(s) designated in the Fund Documents as responsible for the oversight of the Fund, or any successor to any such person acceptable to the Determination Agent;

Fund Business Day means, in respect of any Fund Interest and the related Fund, either (a) where the Reference Price for such Fund Interest is "Reported Net Asset Value", each of a Scheduled Fund Valuation Date and any day on which the Fund or the primary Fund Administrator acting on behalf of the Fund is scheduled to effect subscription and redemption requests or (b) where the Reference Price for such Fund Interest is "Redemption Proceeds", a Scheduled Redemption Valuation Date;

Fund Documents means, in respect of any Fund and the related Fund Interest, the constitutive and governing documents, subscription agreements and other agreements of the related Fund specifying the terms and conditions relating to such Fund Interest (including, without limitation, the prospectus, information memorandum or other offering document issued by such Fund in connection with such Fund Interest), in each case and unless where otherwise specified, as amended and/or supplemented from time to time;

Fund Event means, in the determination of the Determination Agent, acting in good faith and a commercially reasonable manner, the occurrence or announcement by the Fund or a Fund Service Provider at any time of any of the following events unless any such event is specified in the applicable Final Terms as a Non-Applicable Fund Event:

(a) *Nationalisation*: in respect of a Fund Interest and the related Fund, all the Fund Interests or all or substantially all the assets of the Fund are nationalised, expropriated or are otherwise required to be transferred to any governmental agency, authority, entity or instrumentality thereof;

(b) *Fund Insolvency Event*: in respect of a Fund Interest and the related Fund (i) the Fund and/or any Fund Service Provider (A) is dissolved or has a resolution passed for its dissolution, winding-up, official liquidation (other than pursuant to a consolidation, amalgamation or merger); (B) makes a general assignment or arrangement with or for the benefit of its creditors; (C)(1) institutes or has instituted against it, by a regulator, supervisor or any similar official with primary insolvency, rehabilitative or regulatory jurisdiction over it in the jurisdiction of its incorporation or organization or the jurisdiction of its head or home office, a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation by it or such regulator, supervisor or similar official, or (2) has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and such proceeding or petition is instituted or presented by a person or entity not described in (1) above and either (x) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation or (y) is not dismissed, discharged, stayed or restrained in each case within 15 days of the institution or presentation thereof; (D) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets; (E) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within 15 days thereafter; or (F) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in (A) through (E) above; or (without prejudice to the foregoing) (ii) by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting a Fund, (A) all the Fund Interests of that Fund are required to be transferred to a trustee, liquidator

or other similar official or (B) holders of the Fund Interests of that Fund become legally prohibited from transferring them;

(c) *Fund Adviser Event*: in respect of any Fund Interest, as determined by the Determination Agent, (a) that at any time after the Trade Date, the total value of the assets managed by the relevant Fund Adviser (including in relation to the Fund) is equal to or less than 50,000,000 U.S. Dollars (or its equivalent) or (b) that over any period of twelve months, the total value of the assets managed by the relevant Fund Adviser (including in relation to the Fund) has decreased by fifty per cent. (whether due to redemptions or decrease in the value of such assets or otherwise) (c) any material breach by the Fund Adviser (or any of its Affiliates) of any Relevant Hedging Transaction between it and a Hedging Party;

(d) *NAV Trigger/Restriction Event*: in respect of any Fund Interest, (A) the Reported Fund Interest Value as of the last Fund Valuation Date of any month has decreased by a percentage equal to, or greater than, fifty per cent. of the Reported Fund Interest Value as of the Fund Valuation Date of the same month in the immediately preceding calendar year (or, if the first year of operation of the relevant Fund Interest, as of its highest Reported Fund Interest Value on the last Fund Valuation Date of any month during such first year); or (B) the related Fund has violated any leverage restriction that is applicable to, or affecting, such Fund or its assets by operation of any law, any order or judgment of any court or other agency of government applicable to it or any of its assets, the Fund Documents or any contractual restriction binding on or affecting the Fund or any of its assets;

(e) *Changes to Fund or Fund Service Providers*: in respect of any Fund Interest and the related Fund: (i) any change in the organisation of the Fund or of any Fund Service Provider without the prior written consent of the Determination Agent including, without limitation, a change of control of, or a change of the main shareholders, managing directors or individual(s) designated as fund manager(s) in the Fund Documents as at the Trade Date (if any) of a Fund Service Provider, (ii) any Fund Service Provider ceasing to act in the relevant capacity in relation to the Fund unless immediately replaced in such capacity by a successor acceptable to the Determination Agent or (iii) any delegation or transfer by the Fund Adviser of any of its powers, duties or obligations under the Fund Documents to a third party without the prior written consent of the Determination Agent;

(f) *Fund Modification*: in respect of any Fund Interest, any change, modification or termination of the related Fund Documents or of any rights attaching to the related Fund Interests (including without limitation any change or modification affecting management policy the Fund Interest Currency, the Frequency of Fund Interest Valuation, the terms relating to subscription, transfer and/or redemption of such Fund Interest including any change to the form or schedule of payment or notice period) from those prevailing on the Trade Date (in the case of Single Fund Notes) or the date on which any Fund Interest issued by such Fund was first included in the Basket of Funds (in the case of Fund Basket Notes) and which could reasonably be expected to affect the value of such Fund Interest or the rights or remedies of any holders thereof;

(g) *Strategy Breach*: in respect of any Fund Interest, as determined by the Determination Agent, any breach of or non-compliance with any investment objective, investment restrictions or other strategy or investment guidelines or requirements, subscription and redemption provisions (including, without limitation, the days treated as Fund Business Days) or valuation provisions (including, without limitation, the method of determining the net asset value of the relevant Fund Interest), in each case as set out in the Fund Documents as in effect on the Trade Date or, if later, the date on which such Fund Interest was first included in the Basket of Funds (in the case of Fund Basket Notes) that is reasonably likely to affect the value of such Fund Interest or the rights or remedies of any holders thereof;

(h) *Breach by Fund Service Provider*: in respect of any Fund Interest, the breach by any relevant Fund Service Provider of any obligation (including, without limitation, non-compliance with any investment guidelines relating to such Fund Interest), representation or warranties concerning the relevant Fund (including, without limitation, pursuant to any agreement with the Fund), which breach, if capable of remedy, has not been remedied within 10 calendar days of its occurrence;

(i) *Regulatory Event*: (A) in respect of any Fund Interest, (1) any change in the legal, tax, accounting, or regulatory treatments of the relevant Fund or its Fund Adviser that is reasonably likely to have an adverse impact on the value of such Fund Interest or on any investor therein (as determined by the Determination Agent) or (2) the related Fund or any of its Fund Service Providers becoming subject to any investigation, proceeding arbitration, litigation or official action by any relevant governmental, legal or regulatory authority involving the alleged violation of, or non-compliance with, applicable law or regulation in relation to any activities relating to or resulting from the operation of: (i) such Fund, or (ii) another fund where (in the opinion of the Determination Agent) such circumstances in respect of such other fund may have an adverse effect on the relevant Fund or (B) any event which would have the effect of: (i) imposing on the Issuer and/or any Affiliate or adversely modifying any reserve, funding arrangement, special deposit, or similar requirement that would be applicable to the Issuer and/or such Affiliate in relation to the Notes or any related hedging arrangement or (ii) changing the amount or cost of regulatory capital that would have to be maintained by the Issuer and/or any Affiliate in relation to the Notes or any related hedging arrangement, including, without limitation, any requirement under applicable law, regulation or other rule or requirement from time to time applicable to the Issuer and/or any Affiliate that requires any information-provision or other transparency requirements in respect of a Fund Interest, whether to keep constant the cost of regulatory capital that would have to be maintained by any such person in relation to the Notes or otherwise comply therewith, and the relevant Fund Service Provider fails to provide sufficient information in respect of a Fund Interest for any such person to satisfy such relevant obligations or (C) in respect of any Fund Interest and the related Fund (i) the withdrawal, cancellation, suspension or revocation of any registration, licence or approval of such Fund Interest or the related Fund by any governmental, legal or regulatory entity with authority over such Fund Interest or Fund; (ii) the withdrawal, suspension, cancellation or modification of any licence, consent, permit, authorisation or clearance required for the Fund or any one or more of its significant Fund Service Providers to carry out their activities as they are or should be carried out in compliance with applicable law or regulation; and/or (iii) the failure of such Fund Interest and/or the related Fund to comply with any applicable requirements from time to time applied by any relevant listing authority, stock exchange, quotation system and/or regulator that allow it to be used to determine amounts due under the Notes (or, in the case of (C)(i), (ii) or (iii), any official announcement indicating that any such circumstances may occur);

(j) *Reporting Disruption*: in respect of any Fund Interest, (A) the occurrence of any event affecting such Fund Interest that, in the determination of the Determination Agent, would make it impossible or impracticable for the Determination Agent to determine the value of such Fund Interest and the Determination Agent does not expect such event to cease in the foreseeable future; (B) any failure of the related Fund to deliver, or cause to be delivered, or recipients in general to receive (1) information that such Fund has agreed to deliver, or cause to be delivered to the Determination Agent, the Issuer and/or any Hedging Party as applicable, or (2) information that has been previously delivered to the Determination Agent, the Issuer and/or any Hedging Party, as applicable, in accordance with such Fund, or its authorised representative's, normal practice and that the Determination Agent deems necessary for it or the Issuer, as applicable, to monitor such Fund's compliance with any investment guidelines, asset allocation methodologies or any other similar policies relating to such Fund Interest; (C) the

related Fund ceases, for any reason whatsoever (either directly or through any Fund Service Provider acting on its behalf for this purpose) to provide, publish or make available its net asset value on any Fund Reporting Date; or (D) a Fund Service Provider informs the Determination Agent, the Issuer and/or any Hedging Party that any Reported Net Asset Value of such Fund Interest should not be relied on (whether by reason of it being only a provisional or estimated net asset value or for any other reason) and/or, in the opinion of the Determination Agent, any Reported Net Asset Value is inaccurate (which, for the avoidance of doubt, includes without limitation circumstances where any net asset value reported by a Fund Service Provider to the Issuer, any Hedging Party and/or investors in Fund Interest generally differs from any net asset value published on any one or more publishing service), in each case which the Determination Agent considers to be material to the Notes;

(k) *Compulsory Redemption or Assignment*: in respect of any Fund Interest, (i) the repurchase or redemption by the Fund of all or some of the Fund Interests otherwise than at the request of a holder of Fund Interests; or (ii) any event or circumstance (whether or not in accordance with the constitutive documents and investment guidelines of the Fund) which would mandatorily oblige a holder of Fund Interests to redeem, sell, assign or otherwise dispose of any Fund Interests and which the Determination Agent determines could affect a Hypothetical Investor;

(l) *Closure to Subscriptions; Dealing Restrictions*: in respect of any Fund Interest, (A) the closure of the related Fund to new subscriptions of Fund Interests, or (B) the imposition of any dealing restrictions (including, without limitation, material amendments to relevant documentation, delay (partial or otherwise), suspension or termination (partial or otherwise) of subscription, redemption or settlement) relating to the Fund or transactions in Fund Interests by any Fund Service Provider, any Affiliate or agent of any Fund Service Provider, or any intermediary platform through which the Issuer or its Affiliates may contract (via a trading agreement or otherwise) in order to carry out transactions in Fund Interests;

(m) *Disposals: Material Change: Merger*: in respect of any Fund Interest, (A) a disposal to any person(s) of all, or a material part, of the assets of (x) the related Fund, or (y) any significant Fund Service Provider; or (B) a material change in the business of the Fund or any significant Fund Service Provider, or (C) the merger, amalgamation or consolidation of the related Fund and/or such Fund Interest with (x) any other sub-fund or compartment of the Fund or (y) any other collective investment undertaking (or sub-fund or compartment of such other collective investment undertaking, including another fund), or (D) a reclassification or change of such Fund Interest which results in a transfer of or an irrevocable commitment to transfer all such Fund Interests outstanding to another entity or person, or (E) a takeover offer, tender offer, exchange offer, solicitation, proposal or other event by any entity or person to purchase or otherwise obtain 100 per cent. of the outstanding Fund Interests of the relevant Fund, which results in a transfer of or an irrevocable commitment to transfer all such Fund Interests (other than those Fund Interests owned or controlled by such other entity or person);

(n) *Hedging Disruption*: any of the following:

(i) the Determination Agent reasonably determines that the Issuer or any Affiliate (a **Hedging Party**) is unable (including without limitation by reason of illegality), or that it is impracticable for a Hedging Party, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) (each a **Relevant Hedging Transaction**) such Hedging Party deems necessary or appropriate to hedge its exposure to price variations of the Fund Interest (in the case of Single Fund Notes) or the Basket of Funds (in the case of Fund Basket Notes) inherent in its obligations, in the case of the Issuer, under the Notes or, in the case of an Affiliate, under any transaction pursuant to which it hedges the Issuer's exposure to the Fund Interest (in the case of Single Fund Notes) or the Basket of Funds

(in the case of Fund Basket Notes)under the Notes, or (ii) realise, recover or remit to any person the proceeds of such transaction or asset; and/or

(ii) the Determination Agent reasonably determines that it has become illegal for any Hedging Party to hold, acquire or dispose of Fund Interests relating to the Notes; and/or

(iii) the Determination Agent reasonably determines that the Issuer would incur an increased cost in respect of the Relevant Hedging Transactions related to the performance of its obligation 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); and/or

(iv) the Determination Agent reasonably determines that any Hedging Party 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 Relevant Hedging Transaction, or (B) realise, recover or remit the proceeds of any such Relevant Hedging Transaction; unless any such materially increased amount is incurred solely due to the deterioration of the creditworthiness of the Hedging Party,

and such determinations by the Determination Agent may include, but are not limited to, the following: (A) any increased illiquidity in the market for the Fund Interest (in the case of Single Fund Notes) or the Basket of Funds (in the case of Fund Basket Notes) (as compared with circumstances existing on the Trade Date); or (B) a change in any applicable law (including, without limitation, any tax law) or the promulgation of, or change in, the interpretation of any court, tribunal or regulatory authority with competent jurisdiction of any applicable law (including any action taken by a taxing authority); or (C) the general unavailability of market participants who will so enter into a Relevant Hedging Transaction on commercially reasonable terms;

(o) *Fraud*: in respect of any Fund Interest and the related Fund, the Fund is the object of a material fraud which may, in the determination of the Determination Agent, have an adverse effect on the Fund or the value of Fund Interests; or any act or omission of a Fund Service Provider constitutes fraud (including, but not limited to, theft, misappropriation, mispricing of holdings or concealment of trades), bad faith, wilful misconduct or negligence, as determined by the Determination Agent in its reasonable discretion;

(p) *Force Majeure Event*: in respect of any Fund Interest and the related Fund, any Fund Service Provider fails to perform any of its obligations pursuant to the Fund Documents to the extent that such performance is prevented, hindered or delayed by a Force Majeure Event, where **Force Majeure Event** means any event due to any cause beyond the reasonable control of the applicable Fund Service Provider, such as unavailability of communications system, failure of or interruptions in power supply or network computer systems, sabotage, fire, flood, explosion, acts of God, civil commotion, riots, insurrection or war;

(q) *Value Limitation*: the value of any Fund Interest held by the Issuer and its Affiliates is greater than 10 per cent. of the aggregate net asset value of the relevant Fund (whether or not all of such holding results from hedging transactions entered into in connection with the Notes) and including, where the excess holding results from a reduction in the aggregate net asset value of the relevant Fund;

(r) *Delisting*: in respect of a Fund Interest, where there is or was intended to be an Exchange in respect of such Fund Interest that (A) such Exchange announces that pursuant to the rules of such Exchange, such Fund Interests cease (or will cease) being listed or publicly quoted on the

Exchange for any reason and are not immediately re listed 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 any Member State of the European Union), or (B) such Fund Interests are never so listed or quoted as intended and disclosed in the Fund Documents as at the Trade Date;

(s) *Fund Accounting Event*: in respect of a Fund Interest and the related Fund, any (i) change in the currency in which the Fund Interest's accounts are denominated; or (ii) material adverse change in the accounting treatment of the Fund which does or could affect a Hypothetical Investor and/or a Hedging Party and/or any actual or potential requirement to consolidate its accounts with any such entity;

(t) *Fees or Charges Event*: in respect of a Fund (i) any charge of a transaction fee for subscription or redemption of Fund Interests; (ii) any imposition of any taxes or similar charges for subscription or redemption of Fund Interests (whether by the Fund or a Fund Adviser in respect of holders of Fund Interests generally or otherwise occurring in respect of any Hedging Party) and/or (iii) any material change in the applicable fee arrangement between a Fund Adviser and a Hedging Party (as compared with that arrangement as of the Trade Date), including the increase to the existing level of, or introduction of any new, fees, commissions or other expenses payable to any person, in each case as determined by the Determination Agent;

(u) *Legal Action*: in respect of a Fund, litigation, dispute or legal proceedings against such Fund, or its investment adviser or any Fund Service Provider of such Fund that has a material adverse effect on the functioning, operations, inflows or outflows of such Fund; and/or

(v) *Cross-contamination*: in respect of a Fund, the occurrence of a cross-contamination or other failure to segregate effectively assets between different classes, series or sub-funds of such Fund;

Fund Event Notice has the meaning given to that term in Condition 12.4 (*Fund Events*);

Fund Interest means in respect of a Fund, a share, unit or other interest in respect of such Fund, as specified in the applicable Final Terms;

Fund Interest Currency means, in respect of a Fund Interest, the currency in which such Fund Interest is denominated on the Trade Date as set out in the Fund Documents;

Fund Reporting Date means, in respect of a Fund Interest and a Fund Valuation Date, the date on which the Reported Fund Interest Value of such Fund Interest as determined as of such Fund Valuation Date is reported (as provided in the definition of Reported Fund Interest Value);

Fund Service Provider means, in respect of a Fund, any person who is appointed to provide services, directly or indirectly, to that Fund, whether or not specified in the Fund Documents or any successor acceptable to the Determination Agent, including without limitation any Fund Adviser, Fund Administrator, operator, management company, depositary, custodian, sub-custodian, prime broker, administrator, trustee, registrar and transfer agent or domiciliary agent;

Fund Valuation Date means, in respect of a Fund Interest, the date as of which the related Fund (or its Fund Service Provider that generally determines such value) determines the value of such Fund Interest or, if the related Fund only reports its aggregate net asset value, the date as of which such Fund determines its aggregate net asset value;

Hedging Party has the meaning given in the definition of Fund Event above;

Hypothetical Investor means, in respect of a Fund Interest, a hypothetical investor in such Fund Interest deemed to have (a) the benefits and obligations, as provided under the Fund Documents, of an investor holding, as of the Trade Date, an interest in the relevant Fund in an amount equal to the relevant number or relevant amount of such Fund Interest; (b) in the case of any deemed redemption of such Fund Interest, to have submitted to the relevant Fund on the relevant Redemption Notice Date, a duly completed notice requesting redemption of the relevant number of such Fund Interests; and (c) in the case of any deemed investment in such Fund Interest, to have submitted, on the Trade Date, a duly completed notice to the relevant Fund, requesting subscription to the relevant number of Fund Interests;

Observation Date means each date specified as such in the applicable Final Terms, provided that if any such date is (i) not a Fund Business Day and/or (ii) a Disrupted Day, the relevant Observation Date shall be determined in accordance with the provisions of Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*);

Potential Adjustment Event means, in respect of any Fund Interest, any of the following events in the determination of the Determination Agent:

(a) a subdivision, consolidation or reclassification of the relevant amount of Fund Interest, or a free distribution or dividend of any such Fund Interest to existing holders by way of bonus, capitalisation or similar issue;

(b) a distribution, issue or dividend to existing holders of the relevant Fund Interest of (A) an additional amount of such Fund Interest, or (B) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the Fund equally or proportionately with such payments to holders of such Fund Interest, or (C) share capital or other securities of another issuer acquired or owned (directly or indirectly) by the Fund as a result of a spin-off or other similar transaction, or (D) any other type of securities, rights or warrants or other assets, in any case for payment (cash or other consideration) at less than the prevailing market price as determined by the Determination Agent;

(c) an Extraordinary Dividend;

(d) a repurchase by the Fund of relevant Fund Interests whether the consideration for such repurchase is cash, securities or otherwise, other than in respect of a redemption of Fund Interests initiated by an investor in such Fund Interests; or

(e) any other event that may have a diluting or concentrative effect on the theoretical value of the relevant Fund Interests;

Redemption Notice Date means, in respect of a Fund Interest and a Reference Date or Averaging Date, the date specified as such in the applicable Final Terms or, if no date is so specified, the last date on which a Hypothetical Investor in such Fund Interest would be permitted, pursuant to the Fund Documents of the related Fund, to submit a redemption notice that would be timely for a redemption as of the Scheduled Redemption Valuation Date for which the Scheduled Redemption Payment Date falls on or immediately prior to such Reference Date or Averaging Date;

Redemption Proceeds means, in respect of the relevant amount of any Fund Interest, the redemption proceeds that in the determination of the Determination Agent would be paid by the related Fund to a Hypothetical Investor who, as of the relevant Redemption Valuation Date, redeems such amount of Fund Interest (for the avoidance of doubt after deduction of any tax, levy, charge, assessment or fee of any nature that, in the determination of the Determination Agent, would (or would be very likely to) be withheld or deducted from such amount); provided that (a) any such proceeds that would be paid in property other than cash shall be deemed to have a value of zero and (b) if the Hypothetical Investor

would be entitled to elect payment of such redemption proceeds to be made either in the form of cash or other property, then the Hypothetical Investor shall be deemed to have elected cash payment;

Redemption Valuation Date means, in respect of a Fund Interest and any Scheduled Redemption Valuation Date, the date as of which the related Fund (or its Fund Service Provider that generally determines such value) determines the net asset value of such Fund Interest for purposes of calculating the redemption proceeds to be paid to a Hypothetical Investor that has submitted a valid notice for redemption on or before the related Redemption Notice Date;

Reference Date means, for the purposes of Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*), each Valuation Date, Observation Date, Strike Date or Determination Date (as applicable) specified in the applicable Final Terms, or otherwise, any date construed to be a Reference Date in accordance with the Conditions;

Reference Price means, in respect of a Fund Interest and the Valuation Time on any Valuation Date or Averaging Date, either (a) where "Reported Net Asset Value" is specified in the applicable Final Terms for such Fund Interest, the Reported Net Asset Value of such Fund Interest for the related Fund Valuation Date falling on such Reference Date or Averaging Date, as the case may be; or (b) where "Redemption Proceeds" is specified in the applicable Final Terms for such Fund Interest, an amount equal to the Redemption Proceeds relating to such Fund Interest that in the determination of the Determination Agent would be received by a Hypothetical Investor in such Fund Interest in respect of a redemption of Fund Interests to be effected as of the Scheduled Redemption Valuation Date relating to such Reference Date or Averaging Date, as the case may be;

Removal Value means, in respect of an Affected Fund Interest, the value calculated by the Determination Agent in the same manner as would be used in determining the Reference Price of Fund Interests in the related Fund, but assuming where the Reference Price is Redemption Proceeds that a valid notice requesting redemption of Fund Interests in such Fund has been submitted to such Fund on the Fund Business Day next following delivery of the relevant Fund Event Notice and, where the Removal Value is required to be converted into the Specified Currency or the currency of the Successor Fund Interest it shall be so converted by the Determination Agent at such time and by reference to such sources as it deems appropriate;

Reported Net Asset Value means, in respect of any Fund Interest and a Fund Reporting Date relating to such Fund Interest, the official net asset value per Fund Interest as of the related Fund Valuation Date or, if the related Fund reports only its aggregate net asset value, the portion of such Fund's aggregate net asset value relating to a Fund Interest as of the related Fund Valuation Date, in each case as reported on the Fund Reporting Date relating to such Fund Valuation Date by the Fund Service Provider that generally reports such value on behalf of the Fund to its investors or a publishing service;

Scheduled Averaging Date means an original date (following any adjustment (if applicable) pursuant to paragraph (i) or (ii) in the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been an Averaging Date;

Scheduled Fund Valuation Date means, in respect of a Fund Interest, the date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to its Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the value of such Fund Interest or, if the related Fund only reports its aggregate net asset value, the date as of which such Fund determines its aggregate net asset value;

Scheduled Redemption Payment Date means, in respect of a Fund Interest and any Scheduled Redemption Valuation Date, the date by which the related Fund is scheduled to have paid, according to its Fund Documents, all or a specified portion of the Redemption Proceeds to an investor that has

submitted a timely and valid notice requesting redemption of such Fund Interest as of such Scheduled Redemption Valuation Date;

Scheduled Redemption Valuation Date means, in respect of a Fund Interest, the date as of which the related Fund (or its Fund Service Provider that generally determines such value) is scheduled, according to its Fund Documents (without giving effect to any gating, deferral, suspension or other provisions permitting the Fund to delay or refuse redemption of Fund Interests), to determine the net asset value of such Fund Interest for the purposes of calculating the redemption proceeds to be paid to an investor that has submitted a valid and timely notice for redemption of Fund Interests based on the value determined as of such date; the Scheduled Redemption Valuation Date relating to any Reference Date or Averaging Date, as the case may be, shall be the date specified as such in the applicable Final Terms or, if no such date is specified, the Scheduled Redemption Valuation Date for which the Scheduled Redemption Payment Date falls on or immediately prior to such Reference Date or Averaging Date, as the case may be;

Scheduled Reference Date means, for the purposes of Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*), any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Reference Date;

Strike Date means, such date as specified as such in the applicable Final Terms, provided that if any such date is (i) not a Fund Business Day and/or (ii) a Disrupted Day, the relevant Determination Date shall be determined in accordance with the provisions of Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*);

Valid Date means a Fund Business Day that is not a Disrupted Day and on which another Averaging Date in respect of the relevant Reference Date does not or is not deemed to occur;

Valuation Date means each date specified as such or specified as an Observation Date, Interest Determination Date, Barrier Observation Date, Determination Date, Strike Date, or Automatic Early Redemption Valuation Date in the applicable Final Terms, **provided that** if any such date is (i) not a Fund Business Day, and/or (ii) a Disrupted Day, the relevant Valuation Date shall be determined in accordance with the provisions of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*); and

Valuation Time means the time on or in respect of the Reference Date or Averaging Date at which the applicable Reference Price is scheduled to be determined in accordance with the Fund Documents.

13. PROVISIONS RELATING TO FUTURES CONTRACT-LINKED NOTES

This Condition 13 (*Provisions Relating to Futures Contract-Linked Notes*) is applicable only in relation to Notes specified in the relevant Final Terms as being Single Futures Contract-Linked Notes or Futures Contract Basket-Linked Notes.

13.1 *Market Disruption, Reference Dates and Averaging Dates*

(a) If a Reference Date is not a Scheduled Trading Day, the relevant Reference Date shall be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the applicable Final Terms, the next succeeding Common Scheduled Trading Day.

(b) Subject to Condition 13.1(d) below, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day, then:

(i) in the case of a Single Futures Contract-Linked Note, the relevant Reference Date shall be the earlier of (i) the first succeeding Scheduled Trading Day that is not in the determination of the Determination Agent a Disrupted Day and (ii) the Reference Cut-Off Date (notwithstanding that such Scheduled Trading Day is a Disrupted Day).

(ii) in the case of a Futures Contract Basket-Linked Note:

(A) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:

(1) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(2) the Reference Date for any Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an **Affected Basket Component**) shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component; and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Scheduled Trading Day).

(B) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then the Reference Date for each Basket Component shall be the earlier of (i) the first Common Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day with respect to any Basket Component; and (ii) the Reference Cut-Off Date (notwithstanding that such day may not be a Common Scheduled Trading Day).

(C) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Basket Component, then:

(1) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Basket Component; and

(2) the Reference Date for each Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an **Affected Basket Component**) shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Basket Component; and (B) the Reference Cut-Off Date for such Affected Basket Component (notwithstanding that such day may not be a Common Scheduled Trading Day or a Scheduled Trading Day).

(iii) in the case of any Single Futures Contract-Linked Note or Futures Contract Basket-Linked Note (as the case may be), where a Reference Date falls on the relevant Reference Cut-Off Date pursuant to Condition 13.1(b)(ii), then:

(A) if such Reference Cut-Off Date is not a Disrupted Day for such Single Futures Contract-Linked Note or Futures Contract Basket-Linked Note (as the case may be), the Determination Agent shall determine the value of such Futures Contract as at the Determination Time on such Reference Cut-Off Date; or

(B) if such Reference Cut-Off Date is a Disrupted Day, in respect of Single Futures Contract-Linked Notes and Futures Contract Basket-Linked Notes, the Determination Agent shall determine its estimate of the value for such Futures Contract as of the Determination Time on such Reference Cut-Off Date, acting in good faith and a commercially reasonable manner.

(c) Subject to Condition 13.1(d) below, if Averaging Dates are specified in the applicable Final Terms as being applicable, then, notwithstanding any other provisions of these Conditions (other than Condition 13.1(d)), the following provisions will apply to the valuation of the relevant Futures Contract in relation to the relevant Reference Date:

(i) If, in respect of a Single Futures Contract-Linked Note, a Scheduled Averaging Date is determined by the Determination Agent to be a Disrupted Day, then if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is:

(A) **Omission**, then such date will be deemed not to be a relevant Averaging Date in respect of such Reference Date for the purposes of determining the level, price, value or amount **provided that**, if through the operation of this provision no Averaging Date would occur with respect to the relevant Reference Date, then Condition 13.1(b) will apply for purposes of determining the Relevant Underlying Value on the final Averaging Date in respect of that Reference Date as if such final Averaging Date were a Reference Date that was a Disrupted Day;

(B) **Postponement**, then Condition 13.1(b) will apply for the purposes of determining the level, price, value or amount on that date as if such date were a Reference 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 for the relevant Notes; or

(C) **Modified Postponement**, then the Averaging Date shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Date and (II) the Averaging Cut-Off Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date.

(ii) If, in respect of a Futures Contract Basket-Linked Note, a Scheduled Averaging Date in respect of a Reference Date is determined by the Determination Agent to be a Disrupted Day in respect of any Basket Component, then:

(A) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms:
(1) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Omission":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) such date shall not be an Averaging Date in respect of such Reference Date for any Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket

Component, an **Affected Basket Component**), provided that if through the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Basket Component, then the sole Averaging Date for such Affected Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of each such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component;

(2) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Postponement":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component. Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 13.1(c)(ii)(A)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or

(3) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Modified Postponement":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Date in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

(B) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Omission", such date will be deemed not to be a relevant Averaging Date in respect of any Basket Component for the purposes of determining the level, price, value or amount **provided that**, if through the operation of this provision there would be no Averaging Date in respect of such Reference Date, then the sole Averaging Date for each Basket Component shall be the earlier of (A) the first

Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day for any Basket Component and (B) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day);

(2) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Postponement", then the Averaging Date shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of any Basket Component and (B) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 13.1(c)(ii)(B)(2) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or

(3) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Modified Postponement", then the Averaging Date for each Basket Component shall be the earlier of (I) the first Common Valid Date following the Scheduled Averaging Date and (II) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day), irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

(C) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Omission":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) such date shall not be an Averaging Date in respect of such Reference Date for any Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**), provided that if through the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Basket Component, then the sole Averaging Date for such Affected Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day);

(2) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Postponement":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component (notwithstanding the fact that such day not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 13.1(c)(ii)(C)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or

(3) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Modified Postponement":

(a) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Basket Component, an **Affected Basket Component**) shall be the earlier of (I) the first Valid Date (that is a Scheduled Trading Day) following the Scheduled Averaging Date in respect of such Affected Basket Component and (II) the Averaging Cut-Off Date for such Affected Basket Component, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

(iii) If, in respect of any Single Futures Contract-Linked Note or Futures Contract Basket-Linked Note (as the case may be), an Averaging Date falls on the relevant Averaging Cut-Off Date pursuant to Condition 13.1(c)(ii):

(A) if such Averaging Cut-Off Date is not a Disrupted Day for such Single Futures Contract-Linked Note or Futures Contract Basket-Linked Note (as the case may be), the Determination Agent shall determine the value of such Futures Contract as at the Determination Time on such Averaging Cut-Off Date; or

(B) if such Averaging Cut-Off Date is a Disrupted Day in respect of Single Futures Contract-Linked Note or Futures Contract Basket-Linked Note (as the case may be), the Determination Agent shall determine its estimate of the value for such Futures Contact as of the Determination Time on such Averaging Cut-Off Date, acting in good faith and a commercially reasonable manner.

(iv) If any Averaging Dates in relation to a Reference Date occur after that Reference Date as a result of the occurrence of a Disrupted Day, then (i) the relevant Interest Payment Date, Maturity Date or (ii) the occurrence of a Futures Contract Adjustment Event or an Additional Disruption Event shall be determined by reference to the last such Averaging Date as though it were that Reference Date.

(d) If in respect of a Futures Contract and a Reference Date, a Scheduled Reference Date or Scheduled Averaging Date is specified to be the Expiry Date in the relevant Final Terms and due to the Scheduled Reference Date or Scheduled Averaging Date (as the case may be) being a Disrupted Day (or for any other reason), the final settlement price has been announced and

published on or prior to the Scheduled Reference Date or Scheduled Averaging Date (as the case may be), then the Reference Date or Averaging Date (as the case may be) for such Futures Contract shall fall on the Expiry Date and the provisions of Conditions 13.1(b) and (c) above shall not apply to such Futures Contract and Scheduled Reference Date or Scheduled Averaging Date (as the case may be).

(e) If an event or circumstance that would otherwise constitute or give rise to a Disrupted Day also constitutes a Futures Contract Adjustment Event, the Determination Agent shall determine whether such event or circumstance shall be treated as a Disrupted Day or a Futures Contract Adjustment Event.

13.2 *Administrator/Benchmark Event or Disappearance or Non-commencement of Futures Contract or Settlement Price*

If the applicable Final Terms specify that the Benchmark Trigger Provisions are applicable and, on or prior to any Reference Date, (i) an Administrator/Benchmark Event and an Administrator/Benchmark Event Date occurs or (ii) a Disappearance or Non-commencement of Futures Contract or Settlement Price occurs, in each case in respect of a relevant Futures Contract, then:

(i) If the applicable Final Terms specify that the Benchmark Trigger Provisions are applicable and if an Alternative Pre-nominated Futures Contract has been specified in relation to such Futures Contract in the applicable Final Terms, then:

(A) the Determination Agent shall attempt to determine an Adjustment Payment;

(B) if the Determination Agent determines an Adjustment Payment,

(aa) it shall notify the Issuer of the Adjustment Payment and if the Adjustment Payment is an amount that the Noteholder would (but for Condition 13.2(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Note, request the Issuer to notify the Determination Agent whether it intends to redeem the Notes pursuant to Condition 13.4(ii) (*Redemption*). If the Issuer does not intend to redeem the Notes pursuant to Condition 13.4(ii) (*Redemption*) then the following provisions of this Condition 13.2(i) (*Administrator/Benchmark Event or Disappearance or Non-commencement of Futures Contract or Settlement Price*) shall apply;

(bb) the terms of the Notes shall be amended so that references to the Futures Contract are replaced by references to the Alternative Pre-nominated Futures Contract;

(cc) the Conditions shall be adjusted to implement the Adjustment Payment as follows:

a. if the Adjustment Payment is an amount that the Issuer is required to pay in respect of each Note, the Determination Agent shall adjust the Conditions to provide for the payment of the Adjustment Payment on the immediately succeeding Interest Payment Date or if there is no such immediately succeeding Interest Payment Date, on the Maturity Date or other date when the Notes are redeemed in full; or

b. if the Adjustment Payment is an amount that the Noteholder would (but for this Condition 13.2(i)(B)(cc)(b)) be required to pay to the

Issuer in respect of each Note, the Determination Agent shall adjust the Conditions to provide for the reduction of the amounts due by the Issuer until the aggregate amount of such reductions is equal to the Adjustment Payment, (subject, in the determination of the Determination Agent, to any minimum redemption amount of the Notes which the Determination Agent determines is required pursuant to any applicable law or regulation (including, without limitation, any tax law) and the rules of each listing authority, stock exchange and/or quotation system by which the Notes have then been admitted to listing, trading and/or quotation);

(dd) the Determination Agent shall, acting in good faith and a commercially reasonable manner, make such other adjustments to the Conditions as it determines necessary or appropriate in order to account for the effect of the replacement of the Futures Contract with the Alternative Pre-nominated Futures Contract and/or to preserve as nearly as practicable the economic equivalence of the Notes before and after the replacement of the Futures Contract with the Alternative Pre-nominated Futures Contract; and

(ee) the Determination Agent shall notify the Issuer and the Fiscal Agent of any replacement of the Futures Contract by the Alternative Pre-nominated Futures Contract, the Adjustment Payment and any other adjustments to the Conditions. The Fiscal Agent shall provide notice to the Noteholders of the replacement of the Futures Contract by the Alternative Pre-nominated Futures Contract, the Adjustment Payment and any other adjustments to the Conditions in accordance with Condition 26.8 (*Notices*), giving summary details of the adjustment(s), provided that any failure to give such notice shall not affect the validity of the foregoing.

(C) If the Determination Agent is unable to determine an Adjustment Payment then Condition 13.4(ii) (*Redemption*) shall apply.

(ii) If the applicable Final Terms do not specify that the Benchmark Trigger Provisions are applicable or, if the Final Terms specify that the Benchmark Trigger Provisions are applicable but do not specify an Alternative Pre-nominated Futures Contract in relation to the relevant Futures Contract, then Condition 13.4(ii) (*Redemption*) shall apply.

(iii) If it (A) is or would be unlawful at any time under any applicable law or regulation or (B) would contravene any applicable licensing requirements, in each case for the Issuer, the Determination Agent or the Calculation Agent to perform the actions prescribed in this Condition 13.2 (*Administrator/Benchmark Event or Disappearance or Non-commencement of Futures Contract or Settlement Price*) (or it would be unlawful or would contravene those licensing requirements were a determination to be made at such time), then Condition 13.4(ii) (*Redemption*) shall apply.

13.3 *Futures Contract Adjustment Events:*

If so specified in the Final Terms relating to any Series of Futures Contract-Linked Notes, the following shall constitute **Futures Contract Adjustment Events** for the purposes of such Series:

(i) **Price Source Disruption**, which means (i) the failure of the Futures Contract Sponsor to announce or publish the Settlement Price (or the information necessary for determining

the Settlement Price) or (ii) the failure by the relevant Exchange to publish the Settlement Price;

(ii) **Trading Restriction**, which means the material suspension of, or the material limitation imposed on, trading in (i) the Futures Contract on the Exchange or (ii) any relevant Futures Contract Underlier(s).

(iii) **Disappearance or Non-commencement of Futures Contract or Settlement Price**, which means (i) the permanent discontinuation of the Futures Contract or of trading in the relevant Futures Contract on the relevant Exchange or (ii) the disappearance or permanent discontinuance or unavailability of a Settlement Price or (iii) trading in the relevant Futures Contract never commenced and, in any such case, no Successor Futures Contract exists provided that the scheduled expiry of a Futures Contract in accordance with the relevant contract specifications shall not constitute the Disappearance or Non-commencement of Futures Contract or Settlement Price;

(iv) **Material Change in Formula**, which means the occurrence since the Trade Date of a material change or modification in the formula for or method of calculating the settlement price or other price of the relevant Futures Contract;

(v) **Material Change in Content**, which means the occurrence since the Trade Date of a material change or modification in the content, composition or constitution of the relevant Futures Contract;

(vi) **Tax Disruption**, which means the imposition of, change in or removal of an excise, severance, sales, use, value added, transfer, stamp, documentary, recording or similar tax on, or measured by reference to, the relevant Futures Contract (other than a tax on, or measured by reference to, overall gross or net income) by any government or taxation authority after the Trade Date, if the direct effect of such imposition, change or removal is to raise or lower the level, price, value or amount on the day that would otherwise be a Reference Date from what it would have been without that imposition, change or removal.

(vii) **Change of Exchange**, which means that the Futures Contract is no longer negotiated on the Exchange and/or under a market-standard format as of the Trade Date but is negotiated on an exchange and/or under a format that is not acceptable to the Determination Agent.

(viii) **Illiquidity Event**, which means that in the determination of the Determination Agent, the liquidity of the Futures Contract has decreased significantly since the Trade Date, such decrease of liquidity being likely to have a material impact on any hedging arrangements of the Issuer and/or any of its Affiliates in connection with the Notes.

13.4 *Adjustments for Futures Contract Adjustment Events:*

(i) Adjustment

If a Futures Contract Adjustment Event which is a Price Source Disruption, a Trading Disruption, a Material Change in Formula, a Material Change in Content, a Tax Disruption, a Change of Exchange or an Illiquidity Event occurs, the Determination Agent shall determine if such Futures Contract Adjustment Event has a material effect on the Notes and, if so, subject to Condition 13.4(ii) (*Redemption*), shall, acting in good faith and a commercially reasonable manner:

(A) make such adjustments to the Conditions and/or the applicable Final Terms as the Determination Agent determines necessary or appropriate to account for the

effect of such Futures Contract Adjustment Event and determine the effective date of each such adjustment; and/or

(B) substitute such Futures Contract with a new Futures Contract selected by the Determination Agent (which shall be a replacement futures contract using, in the determination of the Determination Agent, the same or a substantially similar formula and method of calculation as used in the calculation of the Futures Contract or a replacement futures contract selected by the Determination Agent in accordance with any other criteria specified in the applicable Final Terms) and make such adjustments (if any) to the Conditions and/or the applicable Final Terms as it deems necessary or appropriate in relation to such substitution. Such new futures contract shall be deemed to be a Futures Contract in place of the Futures Contract the subject of the Futures Contract Adjustment Event.

The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

If the Determination Agent determines that no calculation, adjustment and/or substitution can reasonably be made pursuant to the above, Condition 13.4(ii) (*Redemption*) shall apply.

(ii) Redemption

If either:

(A) a Futures Contract Adjustment Event which is a Disappearance or Non-commencement of Futures Contract or Settlement Price occurs or an Administrator/Benchmark Event and an Administrator/Benchmark Event Date occurs and:

(1) the Final Terms do not specify that the Benchmark Trigger Provisions are applicable;

(2) the Final Terms specify that the Benchmark Trigger Provisions are applicable but do not specify an Alternative Pre-nominated Futures Contract;

(3) the Final Terms specify that the Benchmark Trigger Provisions are applicable and specify an Alternative Pre-nominated Futures Contract but the Determination Agent is unable to determine the Adjustment Payment;

(4) the Final Terms specify that the Benchmark Trigger Provisions are applicable and specify an Alternative Pre-nominated Futures Contract and the Determination Agent determines that the Adjustment Payment would be an amount that the Noteholder would (but for Condition 13.2(i)(B)(cc)(b)) be required to pay to the Issuer in respect of each Note; or

(5) it (a) would be unlawful at any time under any applicable law or regulation or (b) would contravene any applicable licensing requirements, in each case for the Determination Agent to

calculate the level, price, value or amount in accordance with Condition 13.4(i) (*Adjustment*); or

(B) any Futures Contract Adjustment Event (other than a Disappearance or Non-commencement of Futures Contract or Settlement Price) occurs and the Determination Agent determines that no calculation, adjustment and/or substitution can reasonably be made pursuant to Condition 13.4(i),

then the Issuer may, at any time thereafter and in its reasonable discretion, determine that the Notes shall be redeemed as of any later date. If the Issuer so determines that the Notes shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Noteholders to redeem the Notes and upon redemption the Issuer will pay in respect of each Note an amount equal to either:

(x) if "**Early Redemption Amount (Futures Contract Adjustment Event) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(y) if "**Early Redemption Amount (Futures Contract Adjustment Event) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (**provided** that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

The Issuer's obligations under the Notes shall be satisfied in full upon payment of such amount.

If the Issuer determines that the relevant Notes shall continue, the Determination Agent may make such adjustment as the Determination Agent considers appropriate, if any, to any variable relevant to the redemption, settlement or payment terms of the relevant Notes and/or any other adjustment, which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Noteholders of any such change or adjustment, giving summary details of the relevant change or adjustment, in accordance with Condition 26.8 (*Notices*), provided that any failure to give such notice shall not affect the validity of any such change or adjustment.

13.5 *Correction of Futures Contract Prices:*

If any settlement price announced by the Futures Contract Sponsor or published by the Exchange and which is utilised by the Determination Agent for any calculation or determination (the **Original Determination**) under the Notes is subsequently corrected and the correction (the **Corrected Value**) is published by the Futures Contract Sponsor by such time (the **Correction Cut Off Time**) as may be specified in the relevant Final Terms (or, if none is so specified, at least 3 Business Days prior to the relevant Interest Payment Date, Automatic Early Redemption Date, Early Redemption Date or Maturity Date), then the Determination Agent will notify the Issuer and the Fiscal Agent of the Corrected Value as soon as reasonably

practicable and shall determine the relevant value (the **Replacement Determination**) using the Corrected Value. If the result of the Replacement Determination is different from the result of the Original Determination, to the extent that it determines to be necessary and practicable, the Determination Agent may adjust any relevant terms accordingly.

In the event there is any discrepancy between any settlement price published or announced by the Futures Contract Sponsor and the Exchange any which is used by the Determination Agent for any calculation or determination under the Notes and that is not otherwise corrected pursuant to this Condition 13.5, the settlement price selected by the Determination Agent acting in good faith and a commercially reasonable manner shall prevail for the relevant day.

13.6 *Additional Disruption Events - Futures Contract-Linked Notes*

(a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Notes shall continue or shall be redeemed early.

(b) If the Issuer determines that the relevant Notes shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to the formula for the Final Redemption Amount, any Interest Amount and/or the level, price, value or amount set out in these Conditions or such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms, the number of Futures Contracts comprised in a Basket of Futures Contracts, the amount, the number of or type of shares, futures contracts or other securities which may be delivered under such Notes and, in any case, any other variable relevant to the redemption, settlement or payment terms of the relevant Notes and/or any other adjustment (including without limitation, in relation to Futures Contract Basket-Linked Notes, the cancellation of terms applicable in respect of any Futures Contracts affected by the relevant Additional Disruption Event), to account for the economic effect on the Notes of such Additional Disruption Event, which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26.8 (*Notices*) giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

(c) If the Issuer determines that the relevant Notes shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Notes and the Issuer's obligations under the Notes shall be satisfied in full upon payment in respect of each Note of an amount equal to either:

(i) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(ii) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date

fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

(d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent and the Determination Agent of the occurrence of an Additional Disruption Event.

(e) For the purposes hereof:

Additional Disruption Event means with respect to any Series of Futures Contract-Linked Notes any or all of a Change in Law, a Hedging Disruption, an Increased Cost of Hedging and an Increased Regulatory Capital, as have been specified in the relevant Final Terms as an applicable Additional Disruption Event with respect to such Notes.

13.7 *Definitions applicable to Futures Contract-Linked Notes*:

In relation to Futures Contract-Linked Notes, the following expressions have the meanings set out below:

Adjustment Payment means, in respect of any Note, the payment (if any) determined by the Determination Agent as is required in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of a Futures Contract by the Alternative Pre-nominated Futures Contract. The Determination Agent may determine that the Adjustment Payment is zero;

Alternative Pre-nominated Futures Contract means, in respect of a Futures Contract, the first of the indices, benchmarks or other price sources specified in the applicable Final Terms as an "Alternative Pre-nominated Futures Contract" that is not subject to an Administrator/Benchmark Event;

Averaging Cut-Off Date means, in the case where Notes relate to a Futures Contract or Basket of Futures Contracts and in respect of a Scheduled Averaging Date for the purposes of Condition 13.1 (*Reference Dates, Averaging Dates and Market Disruption*) the date falling the Specified Number of Scheduled Trading Days or the Specified Number of Common Scheduled Trading Days (as the case may be) following the Scheduled Averaging Date, or if no such number is specified:

(a) if "Common Scheduled Trading Days and Common Disrupted Days" in respect of a Basket of Futures Contracts is specified to be applicable in the Final Terms, the eighth Common Scheduled Trading Day following such Scheduled Averaging Date; or

(b) in any other case, the eighth Scheduled Trading Day following such Scheduled Averaging Date;

Averaging Date means, in respect of each Reference Date, either:

(a) in the case of (i) a Single Futures Contract-Linked Note or (ii) a Futures Contract Basket-Linked Note where the applicable Final Terms provides that "Individual Scheduled Trading Days and Individual Disrupted Days" shall be applicable, 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 for such (or the relevant) Futures Contract or Basket Component (as the case may be); or

(b) in the case of a Futures Contract Basket-Linked Note, where the applicable Final Terms provides that either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" shall be applicable, each date specified as such in the applicable Final Terms, or if any such

date is not a Common Scheduled Trading Day, the next following Common Scheduled Trading Day for such Basket of Futures Contracts,

provided that if any such day is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*);

Basket means in relation to any Futures Contract Basket-Linked Notes, the Futures Contracts specified in the applicable Final Terms as comprising the Basket, in each case in the relative proportions specified in such Final Terms;

Basket Component means, in relation to a particular Series of Futures Contract Basket-Linked Notes, each Futures Contract comprised in the relevant Basket of Futures Contracts;

Basket of Futures Contracts means, in relation to a particular Series, a basket comprising the Futures Contracts specified in the applicable Final Terms in the relative proportions specified in such Final Terms;

Change in Law means that, on or after the Trade Date (A) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), 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 that (x) it has become illegal to hold, acquire or dispose of any relevant Futures Contracts, or (y) it will incur a materially increased cost in performing its obligations with respect to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

Common Scheduled Trading Day means, in respect of a Futures Contract Basket-Linked Note, each day which is a Scheduled Trading Day for all the Basket Components;

Common Valid Date means, in respect of a Futures Contract Basket-Linked Note, a Common Scheduled Trading Day that is not a Disrupted Day for any Basket Component and on which another Averaging Date does not or is deemed not to occur;

Determination Date means, in relation to any determination, each date specified as such in the relevant Final Terms, provided that if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Determination Date shall be determined in accordance with the provisions of Condition 13.1 (*Reference Dates, Averaging Dates and Market Disruption*);

Determination Time means, in respect of a Futures Contract, the time at which the Settlement Price is announced or published (or, in the case of a Disrupted Day, scheduled to be announced or published in accordance with the terms of such Futures Contract);

Disrupted Day means any Scheduled Trading Day on which a Market Disruption Event has occurred or is continuing;

Exchange means, in respect of a Futures Contract relating to Single Futures Contract-Linked Notes or Futures Contract Basket-Linked Notes, each exchange or quotation system specified as such for such Futures Contract in the applicable Final Terms or, if none is specified, the principal exchange or quotation system for trading in such Futures Contract, as determined by the Determination Agent, and (without prejudice to a Futures Contract Adjustment Event that is a Change of Exchange) any successor to such exchange or quotation system or any substitute exchange or quotation system to which trading in the Futures Contract has temporarily relocated, provided that the Determination Agent has determined that there is comparable liquidity relative to such Futures Contract on such temporary substitute exchange or quotation system as on the original Exchange;

Exchange Disruption means the Exchange fails to open for trading during any regular trading session that the Determination Agent considers material to the determination of the applicable Settlement Price

for the relevant Futures Contract or any other event occurs that disrupts or impairs (as determined by the Determination Agent) the ability of market participants in general (i) to effect transactions in, comply with clearing obligations or obtain market values for, the Futures Contract on the Exchange, or (ii) to effect transactions in, comply with clearing obligations or obtain market values for, the Futures Contract Underlier(s), and in each case the Determination Agent determines that such event is material in relation to the Notes;

Expiry Date means, in respect of a Futures Contract and each day that is a Reference Date or an Averaging Date, the expiry date of such Futures Contract on which the Futures Contract Sponsor announces, and the Exchange publishes, the "final settlement price" of such Futures Contract;

Failure to Announce or Publish means (a) the failure by the relevant Futures Contract Sponsor to announce or publish the Settlement Price; or (b) the failure by the relevant Exchange to publish the Settlement Price provided that, if either of (a) or (b) occurs and the Determination Agent determines that the failure of the other announcement or publication to occur is not material for the purposes of the Notes, then such circumstances shall not constitute a Failure to Announce or Publish;

Futures Contract means any futures contract specified in the applicable Final Terms as a Futures Contract;

Futures Contract Sponsor means, in respect of a Futures Contract, the corporation or other entity which (a) is responsible for setting and reviewing the contract specifications, rules and procedures and methods of calculations and adjustments, if any, related to such Futures Contract; and (b) announces (directly or through an agent) the settlement price of such Futures Contract on a regular basis;

Futures Contract Underlier(s) means, in respect of a Futures Contract, the or each index, rate, asset or reference item underlying such Futures Contract as specified in the applicable Final Terms;

Hedging Disruption means that the Issuer 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 risk of entering into and performing its obligations under the Notes, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

Increased Cost of Hedging means that the Issuer 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 risk of entering into 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 shall not be deemed an Increased Cost of Hedging;

Increased Regulatory Capital means there would be a material increase (as compared with circumstances existing on the Trade Date) in the amount or cost of regulatory capital that would have to be maintained by the Issuer and/or any Affiliate in relation to the Notes and/or any related hedging arrangements, as determined by the Determination Agent.

Market Disruption Event means in respect of a Futures Contract, the occurrence or existence of (i) a Failure to Announce or Publish, (ii) a Trading Disruption, or (iii) an Exchange Disruption;

Observation Date means each date specified as such in the applicable Final Terms, provided that if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Observation Date shall be determined in accordance with the provisions of Condition 13.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*);

Reference Cut-Off Date means, in the case where Notes relate to a Futures Contract or a Basket of Futures Contracts and in respect of a Scheduled Reference Date for the purposes of Condition 13.1(b),

the date falling the Specified Number of Scheduled Trading Days or the Specified Number of Common Scheduled Trading Days (as the case may be) following the Scheduled Reference Date, or if no such number is specified:

(a) if "Common Scheduled Trading Days and Common Disrupted Days" in respect of a Basket of Futures Contracts is specified to be applicable in the Final Terms, the eighth Common Scheduled Trading Day following such Scheduled Reference Date; or

(b) in any other case, the eighth Scheduled Trading Day, or, in respect of a Basket of Futures Contract, the eighth Scheduled Trading Day for the Affected Basket Component, following such Scheduled Reference Date,

Reference Date means, for the purposes of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*), each Valuation Date specified in the applicable Final Terms, or otherwise, any date construed to be a Reference Date in accordance with the Conditions;

Relevant Futures Contract Benchmark means the Futures Contract or the Futures Contract Underlier(s);

Scheduled Averaging Date means an original date (following any adjustment (if applicable) pursuant to paragraph (a) or (b) of the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been a Reference Date;

Scheduled Closing Time means in respect of an Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange on such Scheduled Trading Day, without regard to after hours or any other trading outside of regular trading session hours;

Scheduled Reference Date means, for the purposes of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*), any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Reference Date;

Scheduled Trading Day means any day on which each Exchange is scheduled to be open for trading for their respective regular trading sessions notwithstanding that any such Exchange may close prior to its Scheduled Closing Time;

Settlement Price means, in respect of a Futures Contract and any day, the official "daily settlement price" or "final settlement price" on such day (in each case, however defined in the contract specifications of such Futures Contract or the relevant Exchange);

Specified Number of Scheduled Trading Days means the number specified as such in the applicable Final Terms;

Specified Number of Common Scheduled Trading Days means the number specified as such in the applicable Final Terms;

Strike Date means each date specified as such in the relevant Final Terms, provided that if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Strike Date shall be determined in accordance with the provisions of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*);

Successor Futures Contract means, in respect of a Futures Contract, a successor futures contract using, in the determination of the Determination Agent, the same or a substantially similar formula for or method of calculation as used in the calculation of such Futures Contract;

Trading Disruption means any suspension of or limitation imposed on trading by the Exchange or otherwise and whether by reason of movements in price exceeding limits permitted by the Exchange or otherwise relating to the Futures Contract on the Exchange which the Determination Agent determines to be material in relation to the Notes;

Valid Date means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the Reference Date does not, or is not deemed to, occur; and

Valuation Date means each date specified as such or specified as an Observation Date, Interest Determination Date, Barrier Observation Date, Determination Date, Strike Date, or Automatic Early Redemption Valuation Date in the applicable Final Terms, **provided that** if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Valuation Date shall be determined in accordance with the provisions of Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*).

14. PROVISIONS RELATING TO RATE-LINKED NOTES

This Condition 14 (*Provisions Relating to Rate-Linked Notes*) is applicable to the Notes (**Rate-Linked Notes**) where Rate-Linked Interest Note Provisions and/or Rate-Linked Redemption Provisions are specified in the applicable Final Terms as being applicable.

14.1 Screen Rate Determination: Subject to the provisions of Condition 14.9 (*Relevant Underlying Rates Benchmark Discontinuance or Prohibition on Use:*), where such provisions are specified to apply in the applicable Final Terms, Condition 14.10 (*CMS Underlying Rate – Effect of Index Cessation Event*) or Condition 14.11 (*General Fallback Arrangements*), if Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Underlying Rate(s) is/are to be determined, the Underlying Rate(s) applicable to the Notes for each Interest Determination Date or Averaging Date (as applicable) will be determined by the Determination Agent on the following basis:

14.1.1 if the Underlying Rate is a composite quotation or customarily supplied by one entity, the Determination Agent will determine the Underlying Rate which appears on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

14.1.2 in any other case, the Determination Agent will determine the arithmetic mean of the Underlying Rates which appear on the Relevant Screen Page as of the Relevant Time on the relevant Interest Determination Date;

14.1.3 if, in the case of Condition 14.1.1 above, such rate does not appear on that page or, in the case of Condition 14.1.2 above, fewer than two such rates appear on that page or if, in either case, the Relevant Screen Page is unavailable, the Determination Agent will:

(a) request the principal Relevant Financial Centre office of each of the Reference Banks to provide a quotation of the Underlying Rate at approximately the Relevant Time on the Interest Determination Date to prime banks in the Relevant Financial Centre interbank market in an amount that is representative for a single transaction in that market at that time; and

(b) determine the arithmetic mean of such quotations; and

14.1.4 if fewer than two such quotations are provided as requested, the Determination Agent will determine the arithmetic mean of the rates (being the nearest to the Underlying Rate, as determined by the Determination Agent) quoted by major banks in the Principal Financial Centre of the Specified Currency, selected by the Determination Agent, at approximately 11.00 a.m. (local time in the Principal Financial Centre of the Specified Currency) on the first day of the relevant Reference Period or Redemption Reference Period (if applicable) for loans in the Specified Currency to leading European banks for a period equal to the relevant Interest Reference Period or Redemption Reference Period (if applicable) and in an amount that is representative for a single transaction in that market at that time,

and the Underlying Rate for such Interest Reference Period or Redemption Reference Period (if applicable) shall be the rate or (as the case may be) the arithmetic mean so determined, **provided**, **however**, **that** if the Determination Agent is unable to determine a rate or (as the case may be) an arithmetic mean in accordance with the above provisions in relation to any Interest Reference Period or Redemption Reference Period (if applicable), the Underlying Rate applicable to the Notes during such Interest Reference Period or Redemption Reference Period (if applicable) will be the rate (or as the case may be) the arithmetic mean last determined in relation to the Notes in respect of a preceding Interest Reference Period or Redemption Reference Period (if applicable).

14.2 *ISDA Determination*: Subject to Condition 14.9 (*Relevant Underlying Rates Benchmark Discontinuance or Prohibition on Use:*), where such provisions are specified to apply in the applicable Final Terms, Condition 14.10 (*CMS Underlying Rate – Effect of Index Cessation Event*) or Condition 14.11 (*General Fallback Arrangements*), if ISDA Determination is specified in the applicable Final Terms as the manner in which the Underlying Rate(s) is/are to be determined, the Underlying Rate applicable to the Notes for each Interest Reference Period or Redemption Reference Period (if applicable) will be the relevant ISDA Rate where "ISDA Rate" in relation to any Interest Reference Period or Redemption Reference Period (if applicable) means a rate equal to the Floating Rate (as defined in the ISDA Definitions) that would be determined by the Determination Agent under an interest rate swap transaction if the Determination Agent were acting as Calculation Agent for that interest rate swap transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

(i) the Floating Rate Option (as defined in the ISDA Definitions) is as specified in the applicable Final Terms;

(ii) except in the case of Overnight Floating Rate Options(as defined in the ISDA Definitions), the Designated Maturity (as defined in the ISDA Definitions), if applicable, is a period specified in the applicable Final Terms;

(iii) the relevant Fixing Date (as defined in the ISDA Definitions) is the date specified in the applicable Final Terms;

(iv) the relevant Reset Date (as defined in the ISDA Definitions) is the date specified in the applicable Final Terms;

(v) if an Overnight Floating Rate Option (as defined in the ISDA Definitions) is specified as applicable in the relevant Final Terms and:

(a) an Overnight Rate Compounding Method (as defined in the ISDA Definitions) is specified in the relevant Final Terms:

(i) OIS Compounding is applicable if specified in the relevant Final Terms and, if so, Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(ii) Compounding with Lookback is applicable if specified in the relevant Final Terms and, if so, (a) Lookback is the number of Applicable Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (b) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(iii) Compounding with Observation Period Shift is applicable if specified in the relevant Final Terms and, if so, Set-in-Advance is applicable if specified as such in the relevant Final Terms and, if so, (a) Set-in-Advance is applicable if specified as such in the relevant Final Terms, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions, (c) Observation Period Shift Additional Business Days are the days, if any, specified as such in the relevant Final Terms and (d) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(iv) Compounding with Lockout is applicable if specified in the relevant Final Terms and, if so, (a) Lockout is the number of Lockout Period Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions, (b) Lockout Period Business Days are the days specified as such in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (c) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms; or

(v) unless an Overnight Rate Compounding Method in sub-paragraphs (1) to (4) above is applicable, in respect of an Overnight Floating Rate Option in the Floating Rate Matrix (as defined in the ISDA Definitions), any other method of compounding an overnight rate that is set out in the column entitled "Category/Style" in the Floating Rate Matrix is applicable; or

(b) an Overnight Rate Averaging Method (as defined in the ISDA Definitions) is specified in the relevant Final Terms:

(i) Overnight Averaging is applicable if specified in the relevant Final Terms and, if so, Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(ii) Averaging with Lookback is applicable if specified in the relevant Final Terms and, if so, (a) Lookback is the number of Applicable Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (b) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(iii) Averaging with Observation Period Shift is applicable if specified in the relevant Final Terms and, if so, Set-in-Advance is applicable if specified as such in the relevant Final Terms and, if so, (a) Set-in-Advance is applicable if specified as such in the relevant Final Terms, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions, (c) Observation Period Shift Additional Business Days are the days, if any, specified as such in the relevant Final Terms and (d) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms;

(iv) Averaging with Lockout is applicable if specified in the relevant Final Terms and, if so, (a) Lockout is the number of Lockout Period Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions, (b) Lockout Period Business Days are the days specified as such in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (c) Daily Capped Rate and/or Daily Floored Rate are applicable if specified in the relevant Final Terms and, if so, the Daily Capped Rate and the Daily Floored Rate are the rates specified in the relevant Final Terms; or

(v) unless an Overnight Rate Averaging Method in sub-paragraphs (1) to (4) above is applicable, in respect of an Overnight Floating Rate Option in the Floating Rate Matrix, any other method of averaging an overnight rate that is set out in the column entitled "Category/Style" in the Floating Rate Matrix is applicable;

(vi) if an Index Floating Rate Option (as defined in the ISDA Definitions) is specified as applicable in the relevant Final Terms and an Index Method is specified in the relevant Final Terms:

(a) Standard Index Method is applicable if specified in the relevant Final Terms;

(b) Compounded Index Method is applicable if specified in the relevant Final Terms; or

(c) Compounded Index Method with Observation Period Shift is applicable if specified in the relevant Final Terms and, if so, (a) Set-in-Advance is applicable if specified as such in the relevant Final Terms, (b) Observation Period Shift is the number of Observation Period Shift Business Days specified in the relevant Final Terms or, if not so specified in the relevant Final Terms, in the ISDA Definitions and (c) Observation Period Shift Additional Business Days are the days, if any, specified as such in the relevant Final Terms;

(vii) in connection with any Overnight Rate Compounding Method, Overnight Rate Averaging Method or Index Method specified in the relevant Final Terms, references in the ISDA Definitions to: (1) numbers, financial centers or other items specified in the Confirmation shall be deemed to be references to the numbers, financial centers or other items specified for such purpose in the relevant Final Terms; (2) "Business Day in the financial centres, if any, specified for such purpose in the Confirmation" shall be deemed to be references to Business Day; (3) "Calculation Period" shall be deemed to be references to the relevant Interest Reference Period or Redemption Reference Period (if applicable); (4) "Floating Rate Day Count Fraction" shall be deemed to be references to Day Count Fraction; (5) "Period End Date" shall be deemed to be references to the last day of the relevant Interest Reference Period or Redemption Reference Period (if applicable); (6) "Termination Date" shall be deemed to be references to the last day of the final Interest Reference Period or Redemption Reference Period (if applicable); and (7) "Effective Date" shall be deemed to be references to the first day of the initial Interest Reference Period or Redemption Reference Period (if applicable);

(viii) Delayed Payment is applicable if specified in the relevant Final Terms and the relevant delay is the number of Business Days specified in respect of Delayed Payment in the relevant Final Terms;

(ix) Period End Date/ Termination Date adjustment for Unscheduled Holiday (as defined in the 2021 ISDA Definitions) will apply if specified in the relevant Final Terms to be applicable;

(x) Non-Representative (as defined in the 2021 ISDA Definitions) will apply if specified in the relevant Final Terms to be applicable;

(xi) Successor Benchmark and Successor Benchmark Effective Date (as defined in the 2021 ISDA Definitions) will be as specified in the relevant Final Terms;

(xii) if any fallbacks would otherwise be required to be determined in accordance with Section 8.6 (*Generic Fallback Provisions*) of the ISDA Definitions, such fallbacks shall not be so determined, but shall instead be determined in accordance with Condition 14.9 (*Relevant Underlying Rates Benchmark Discontinuance or Prohibition on Use*), where such provisions are specified to apply in the applicable Final Terms, Condition 6.19 (*CMS Underlying Rate – Effect of Index Cessation Event*), where the Relevant Underlying Rates Benchmark is the CMS Underlying Rate, or in accordance with Condition 6.20 (*General Fallback Arrangements*) and the ISDA Definitions shall be construed accordingly;

(xiii) Sections 1.2.2 (Calculation Agent Standard) and 1.2.4 (Determinations by Calculation Agent) of the ISDA Definitions are deemed to be deleted;

(xiv) Section 6.10 (Linear Interpolation) of the ISDA Definitions is deemed to be deleted unless "2021 ISDA Definitions Linear Interpolation" is specified as applicable in the relevant Final Terms;

(xv) in any circumstance where the ISDA Definitions provide for anything to be determined by agreement between the parties or a discretion is given thereunder to the Calculation Agent to make any determination, the Determination Agent will make such determination or exercise such discretion; and

(xvi) notwithstanding any other Conditions, and unless "TEC10 Adjustment" is specified as "Not Applicable" in the applicable Final Terms, if in respect of any Interest Period the Determination Agent determines that the 10-year constant maturity French treasury rate (known as CNO TEC10) published by the Bank of France no longer represents the actual yield to maturity of a notional *Obligations assimilables du Trésor* (**OAT**) with a maturity of exactly 10 years (based on executable prices available to the Determination Agent for OATs with a maturity most closely matching a 10-year maturity) (which event may occur in connection with or following any default or potential default of the Republic of France or unexpected volatility or illiquidity in markets in trading of OATs), then the ISDA Rate shall not be calculated in accordance with this Condition 14.2 (*ISDA Determination*) and instead the ISDA Rate in respect of such Interest Period for the purposes of the Conditions shall be deemed to be the yield to maturity of a notional OAT with a maturity of exactly 10 years, as determined by the Determination Agent acting in good faith and a commercially reasonable manner by reference to bid prices for OATs with a maturity most closely matching a 10-year maturity and having regard to such pricing sources, methods and models (which may include, without limitation, any available firm or indicative prices for such OATs or internal valuation or recovery models) as the Determination Agent considers appropriate.

14.3 ***CMS Rate Determination***: Subject to the provisions of Condition 14.10 (*Underlying CMS Reference Rate – Effect of Index Cessation Event*), if CMS Rate Determination is specified in the applicable Final Terms as the manner in which the Underlying Rate(s) is/are to be determined, the Underlying Rate(s) applicable to the Notes for each Interest Reference Period or Redemption Reference Period (if applicable) will be the relevant CMS Underlying Rate determined in accordance with paragraphs (a) or (b) below, as applicable.

(a) ***Single CMS Underlying Rate***

If the CMS Underlying Rate is specified in the applicable Final Terms to be "**Single CMS Underlying Rate**", the CMS Underlying Rate in respect of an Interest Reference Period or Redemption Reference Period (if applicable) or any relevant day will be equal to the CMS Underlying Rate for such Interest Reference Period or Redemption Reference Period (if applicable) or such relevant day multiplied by the Underlying Rate Participation Rate (if any is specified in the applicable Final Terms in relation to such CMS Underlying Rate).

(b) ***Spread CMS Underlying Rate***

If the CMS Underlying Rate is specified in the applicable Final Terms to be "**Spread CMS Underlying Rate**", the CMS Underlying Rate in respect of an Interest Reference Period or Redemption Reference Period (if applicable) or any relevant day will be equal to the difference between (1) CMS Underlying Rate 1 for such Interest Reference Period or Redemption Reference Period (if applicable) or such relevant day multiplied by Underlying Rate Participation Rate 1 (if any is specified in the applicable Final Terms in relation to such CMS Underlying Rate 1), minus (2) CMS Underlying Rate 2 for such Interest Reference Period or Redemption Reference Period (if applicable) or such relevant day multiplied by Underlying Rate Participation Rate 2 (if any is specified in the applicable Final Terms in relation to such CMS Underlying Rate 2).

(c) ***Determination of CMS Underlying Rate***

The CMS Underlying Rate in respect of an Interest Reference Period or Redemption Reference Period (if applicable) or any relevant day (as applicable) will be the Specified Swap Rate for swap transactions in the Reference Currency with a maturity of the Designated Maturity (expressed as a percentage rate per annum) (the **Relevant Swap Rate**) which appears on the Relevant Screen Page as at the Relevant Time on the Interest Determination Date in respect of such Interest Reference Period or Redemption Reference Period (if applicable) or such relevant day, all as determined by the Determination Agent. If the Relevant Swap Rate does not appear on the Relevant Screen Page at the Relevant Time, the CMS Underlying Rate in respect of an Interest Reference Period or Redemption Reference Period (if applicable) or a relevant day (as applicable) will be determined by the Determination Agent in accordance with the first applicable Fallback Rate Determination that provides a CMS Underlying Rate, and if the applicable Final Terms specify:

(i) "**Fallback Screen Page**" to be applicable, the Determination Agent will, acting in good faith and in a commercially reasonable manner, determine an alternative or successor page or publication to the Relevant Screen Page for the Relevant Swap Rate;

(ii) "**Mid-Market Quotations**" to be applicable, the Determination Agent will determine the CMS Underlying Rate on the basis of the arithmetic mean of the Mid-Market Quotations provided by the Reference Banks at approximately the Relevant Time on the Interest Determination Date in respect of such Interest Period or such day by requesting the principal Relevant Financial Centre office of each of the Reference Banks to provide Mid-Market Quotations. If at least five Mid-Market Quotations are provided, the Determination Agent will determine the arithmetic mean of such Mid-Market Quotations provided by discarding the highest of such Mid-Market Quotations (or in event of equality, one of the highest) and lowest of such Mid-Market Quotations (or in event of equality, one of the lowest). If four Mid-Market Quotations are provided, the Determination Agent will determine the arithmetic mean of such Mid-Market Quotations provided. If less than four Mid-Market Quotations are provided, the next Fallback Rate Determination specified in the applicable Final Terms will apply, or if none is specified, Determination Agent Fallback will apply. All

calculations of the arithmetic mean of the relevant number of Mid-Market Quotations provided pursuant to this paragraph will be rounded to the nearest one thousandth of a percentage point, with 0.0005 being rounded upwards; and

(iii) "**Determination Agent Fallback**" to be applicable, the Determination Agent will, acting in good faith and in a commercially reasonable manner, determine the CMS Underlying Rate by using available and relevant public information and having regard to comparable benchmarks available.

If any Fallback Rate Determination(s) are specified in the relevant Final Terms, then only that or those (as the case may be) Fallback Rate Determinations shall apply and if two or more Fallback Rate Determinations are specified, those Fallback Rate Determinations shall apply in the order as specified in the applicable Final Terms, such that if the Determination Agent determines that the CMS Underlying Rate cannot be determined by applying a Fallback Rate Determination, then the next Fallback Rate Determination specified shall apply.

14.4 *Provisions specific to SOFR as Underlying Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Underlying Rate(s) is/are to be determined and SOFR is specified in the relevant Final Terms as the Underlying Rate, the Underlying Rate(s) for an Interest Reference Period or Redemption Reference Period (if applicable) will be the relevant SOFR Benchmark , subject to a minimum of zero per cent.

(ii) The "**SOFR Benchmark**" will be determined based on SOFR Compound with Lookback, SOFR Compound with Observation Period Shift, SOFR Compound with Payment Delay or SOFR Index Average, as follows:

(1) if SOFR Compound with Lookback ("**SOFR Compound with Lookback**") is specified as applicable in the relevant Final Terms, the SOFR Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound SOFR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_{i-xUSBD}\times n_i}{360}\right)-1\right] x\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable).

"**d_0**", for any Interest Reference Period or Redemption Reference Period (if applicable), means the number of U.S. Government Securities Business Days in the relevant Interest Reference Period or Redemption Reference Period (if applicable).

"**i**" is a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable).

"**Lookback Days**" means the number of U.S. Government Securities Business Days specified in the relevant Final Terms.

"**n_i**" for any U.S. Government Securities Business Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following U.S. Government Securities Business Day ("**i+1**").

"**$SOFR_i$**", for any U.S. Government Securities Business Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to SOFR in respect of that day.

"**$SOFR_{i-xUSBD}$**", for any U.S. Government Securities Business Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to SOFR in respect of the U.S. Government Securities Business Days falling a number of U.S. Government Securities Business Days prior to that day "i" equal to the number of Lookback Days.

(2) if SOFR Compound with Observation Period Shift ("**SOFR Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms, the SOFR Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound SOFR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right] x \frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period.

"**d_0**", for any Observation Period, means the number of U.S. Government Securities Business Days in the relevant Observation Period.

"**i**" is a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Observation Period.

"**n_i**"for any U.S. Government Securities Business Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following U.S. Government Securities Business Day ("**i+1**").

"**Observation Period**" means, in respect of each Interest Reference Period or Redemption Reference Period (if applicable), the period from, and including, the date falling a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the first day of such Interest Reference Period or Redemption Reference Period (if applicable) to, but excluding, the date falling a number of U.S. Government Securities Business Days equal to the Observation Shift Days preceding the last day of the relevant Interest Reference Period or Redemption Reference Period (if applicable).

"**Observation Shift Days**" means the number of U.S. Government Securities Business Days specified in the relevant Final Terms.

"**$SOFR_i$**", for any U.S. Government Securities Business Day "i" in the relevant Observation Period, is equal to SOFR in respect of that day.

(3) if SOFR Compound with Payment Delay ("**SOFR Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the SOFR Benchmark

for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound SOFR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left[\prod_{i=1}^{d_0}\left(1+\frac{SOFR_i \times n_i}{360}\right)-1\right] x \frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable).

"**d_0**", for any Interest Period, means the number of U.S. Government Securities Business Days in the relevant Interest Reference Period or Redemption Reference Period (if applicable).

"**i**" is a series of whole numbers from one to d_0, each representing the relevant U.S. Government Securities Business Days in chronological order from, and including, the first U.S. Government Securities Business Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable).

"**n_i**" for any U.S. Government Securities Business Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following U.S. Government Securities Business Day ("**i+1**").

"**$SOFR_i$**", for any U.S. Government Securities Business Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to SOFR in respect of that day.

Where "SOFR Compound with Payment Delay" applies, for the purposes of calculating the SOFR Benchmark with respect to the final Interest Reference Period or Redemption Reference Period (if applicable), the level of SOFR for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of SOFR in respect of such SOFR Rate Cut-Off Date.

(4) if SOFR Index Average ("**SOFR Index Average**") is specified as applicable in the relevant Final Terms, the SOFR Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of the SOFR Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{SOFR\ Index_{\ End}}{SOFR\ Index_{\ Start}}-1\right)\times\left(\frac{360}{d_c}\right)$$

where:

"**d_c**" means the number of calendar days from, and including, the SOFR $Index_{Start}$ to, but excluding, the SOFR $Index_{End}$.

"**SOFR Index Determination Time**" means approximately 3:00 p.m. (New York City time).

"**SOFR Index**" means, in respect of any U.S Government Securities Business Day, the SOFR Index value as published by the Federal Reserve Bank of New York in relation to such U.S. Government Securities Business Day, as such value appears at

the SOFR Index Determination Time on such U.S. Government Securities Business Day on the Federal Reserve Bank of New York's Website, and appearing on the Relevant Screen Page.

"**SOFR Index$_{End}$**" means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms preceding the last day of the Interest Reference Period or Redemption Reference Period (if applicable) (or in the final Interest Reference Period or Redemption Reference Period (if applicable), the Maturity Date or redemption date).

"**SOFR Index$_{Start}$**" means the SOFR Index value on the date that is the number of U.S. Government Securities Business Days specified in the relevant Final Terms preceding the first date of the relevant Interest Reference Period or Redemption Reference Period (if applicable).

If the values for SOFR Index$_{Start}$ or SOFR Index$_{End}$ are not published on or by the relevant Interest Determination Date and a Benchmark Transition Event and its related Benchmark Replacement Date have not occurred, the "SOFR Index Average" shall be calculated on such Interest Determination Date with respect to the relevant Interest Reference Period or Redemption Reference Period (if applicable), in accordance with the formula set out in sub-paragraph (2) above of this Condition 14.4(ii) (*Provisions specific to SOFR as Underlying Rate*) above and for such purpose, "Observation Shift Days" shall be the number of U.S. Government Securities Business Days specified for such purpose in the relevant Final Terms. If a Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in paragraph (iii) below shall apply.

(iii) Effect of Benchmark Transition Event

(a) *Benchmark Replacement.* If the Determination Agent determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in respect of any determination of the Benchmark on any date, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Notes in respect of such determination on such date and all determinations on all subsequent dates.

(b) *Benchmark Replacement Conforming Changes*. In connection with the implementation of a Benchmark Replacement, the Determination Agent will have the right to make Benchmark Replacement Conforming Changes from time to time.

(c) *Decisions and Determinations.* Any determination, decision or election that may be made by the Determination Agent pursuant to this Condition 14.4(iii) (*Effect of Benchmark Transition Event*), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error, will be made in the Issuer's or its designee's sole discretion, and, notwithstanding anything to the contrary in the documentation relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

14.5 *Provisions specific to SONIA as Underlying Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Underlying Rate(s) is/are to be determined and SONIA is specified in the relevant Final Terms as the Underlying Rate, the Underlying Rate(s) for an Interest Reference Period or Redemption Reference Period (if applicable) will be the relevant SONIA Benchmark , subject to a minimum of zero per cent.

(ii) The "**SONIA Benchmark**" will be determined based on SONIA Compound with Lookback, SONIA Compound with Observation Period Shift, SONIA Compound with Payment Delay or SONIA Index Average, as follows:

(1) if SONIA Compound with Lookback ("**SONIA Compound with Lookback**") is specified as applicable in the relevant Final Terms, the SONIA Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound SONIA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SONIA}_{i-\text{pLBD}}\times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**d_0**" for any Interest Reference Period or Redemption Reference Period (if applicable), means the number of London Banking Days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**i**" is a series of whole numbers from one to d_0, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**Lookback Days**" means the number of London Banking Days specified in the relevant Final Terms;

"**n_i**" for any London Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following London Banking Day ("**i+1**"); and

"**$\text{SONIA}_{i\text{-pLBD}}$**" for any London Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to the SONIA in respect of the London Banking Day falling a number of London Banking Days prior to that day "i" equal to the number of Lookback Days.

(2) if SONIA Compound with Observation Period Shift ("**SONIA Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms, the SONIA Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound SONIA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SONIA}_i\times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**d_0**" for any Observation Period, means the number of London Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Observation Period;

"**n_i**" for any London Banking Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following London Banking Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Reference Period or Redemption Reference Period (if applicable), the period from, and including, the date falling a number of London Banking Days equal to the Observation Shift Days preceding the first day of such Interest Reference Period or Redemption Reference Period (if applicable) to, but excluding, the date falling a number of London Banking Days equal to the Observation Shift Days preceding the last day of the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**Observation Shift Days**" means the number of London Banking Days specified in the relevant Final Terms; and

"**$SONIA_i$**" for any London Banking Day "i" in the relevant Observation Period, is equal to SONIA in respect of that day "i".

(3) if SONIA Compound with Payment Delay ("**SONIA Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the SONIA Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound SONIA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{SONIA}_i \times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**d_0**" for any Interest Reference Period or Redemption Reference Period (if applicable), means the number of London Banking Days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**i**" is a series of whole numbers from one to d_0, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**n_i**" for any London Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following London Banking Day ("**i+1**"); and

"**$SONIA_i$**" for any London Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to SONIA in respect of that day "i".

Where "SONIA Compound with Payment Delay" applies, for the purposes of calculating the SONIA Benchmark with respect to the final Interest Reference Period or Redemption Reference Period (if applicable), the level of SONIA for each London Banking Day in the period from (and including) the SONIA Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of SONIA in respect of such SONIA Rate Cut-Off Date.

(4) if SONIA Index Average ("**SONIA Index Average**") is specified as applicable in the relevant Final Terms, the SONIA Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of the SONIA Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{SONIA\ Index_{End}}{SONIA\ Index_{Start}} - 1\right) \times \left(\frac{365}{d}\right)$$

where:

"**d**" means the number of calendar days from, and including, the SONIA $Index_{Start}$ to, but excluding, the SONIA $Index_{End}$.

"Relevant Number" means the number specified as such in the applicable Final Terms (or, if no such number is specified, five).

"**SONIA Index**" means in respect of any London Banking Day, the SONIA Compounded Index in relation to such London Banking Day as provided by the Bank of England (or any successor) to authorised distributors and as then published on the Relevant Screen Page, or if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors, in each case on such London Banking Day.

If the value of either or both of SONIA $Index_{Start}$ or SONIA $Index_{End}$ is not published or displayed on the Relevant Screen Page by the administrator of the SONIA Index or other information service by 5.00 p.m. (London time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SONIA Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the SONIA Benchmark for the applicable Interest Reference Period or Redemption Reference Period (if applicable) for which the SONIA Index is not available shall be determined as set out under sub-paragraph (2) above of this Condition 14.5(ii) (*Provisions specific to SONIA as Underlying Rate*) above as if SONIA Compound with Observation Period Shift were specified as applicable in the relevant Final Terms, and for these purposes: the Observation Shift Days in respect of the applicable Interest Reference Period or Redemption Reference Period (if applicable) for which the SONIA Index is not available shall be deemed to be equal to the Relevant Number of London Banking Days plus one (or such other number of London Banking Days as is specified for this purpose in the applicable Final Terms), as if such alternative elections had been made in the applicable Final Terms.

"**SONIA $Index_{End}$**" means, in respect of an Interest Reference Period or Redemption Reference Period (if applicable), the SONIA Index value on the date that is the Relevant Number of London Banking Days preceding the relevant payment date relating to such Interest Reference Period or Redemption Reference Period (if applicable).

"**SONIA $Index_{Start}$**" means, in respect of an Interest Reference Period or Redemption Reference Period (if applicable), the SONIA Index value on the date

that is the Relevant Number of London Banking Days preceding the first date of the relevant Interest Reference Period or Redemption Reference Period (if applicable).

For the purposes of this Condition 14.5 (*Provisions specific to SONIA as Underlying Rate*), if SONIA in respect of any London Banking Day (the "**Relevant London Banking Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of SONIA, by either (A) the immediately following London Banking Day (or any amended publication day for SONIA as specified by the administrator of SONIA in the SONIA benchmark methodology) or (B) such other date and time on which SONIA for the Relevant London Banking Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Condition 6.20 (*General Fallback Arrangements*) (as applicable) have occurred, SONIA for the Relevant London Banking Day shall be deemed to be the rate equal to SONIA for the most recent London Banking Day in respect of which SONIA was so published or provided.

14.6 *Provisions specific to €STR as Underlying Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which an Underlying Rate is to be determined and €STR is specified in the relevant Final Terms as the Underlying Rate, the Underlying Rate for an Interest Reference Period or Redemption Reference Period (if applicable) will be the relevant €STR Benchmark, subject to a minimum of zero per cent.

(ii) The "**€STR Benchmark**" will be determined based on €STR Compound with Lookback, €STR Compound with Observation Period Shift, €STR Compound with Payment Delay or €STR Index Average, as follows:

(1) if €STR Compound with Lookback ("**€STR Compound with Lookback**") is specified as applicable in the relevant Final Terms, the €STR Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound €STR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{€STR}_{i-\text{pTBD}}\times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**d_0**" for any Interest Reference Period or Redemption Reference Period (if applicable), means the number of T2 Settlement Days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**$\text{€STR}_{\text{i-pTBD}}$**" for any T2 Settlement Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to €STR in respect of the T2 Settlement Day falling a number of T2 Settlement Days prior to that day "i" equal to the number of Lookback Days.

"**i**" is a series of whole numbers from one to d_0, each representing the relevant T2 Settlement Day in chronological order from, and including, the first T2 Settlement

Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**Lookback Days**" means the number of T2 Settlement Days specified in the relevant Final Terms;

"$\mathbf{n_i}$" for any T2 Settlement Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following T2 Settlement Day ("**i+1**");

(2) if €STR Compound with Observation Period Shift ("**€STR Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms, the €STR Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound €STR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{€\mathrm{STR}_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"$\mathbf{d_0}$" for any Observation Period, means the number of T2 Settlement Days in the relevant Observation Period;

"$\mathbf{€STR_i}$" for any T2 Settlement Day "i" in the relevant Observation Period, is equal to €STR in respect of that day "i".

"**i**" is a series of whole numbers from one to d_0, each representing the relevant T2 Settlement Day in chronological order from, and including, the first T2 Settlement Day in the relevant Observation Period;

"$\mathbf{n_i}$" for any T2 Settlement Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following T2 Settlement Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Period, the period from, and including, the date falling a number of T2 Settlement Days equal to the Observation Shift Days preceding the first day of such Interest Reference Period or Redemption Reference Period (if applicable) to, but excluding, the date falling a number of T2 Settlement Days equal to the Observation Shift Days preceding the last day of such Interest Reference Period or Redemption Reference Period (if applicable); and

"**Observation Shift Days**" means the number of T2 Settlement Days specified in the relevant Final Terms.

(3) if €STR Compound with Payment Delay ("**€STR Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the €STR Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound €STR interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{€\text{STR}_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**d_0**" for any Interest Period, means the number of T2 Settlement Days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**€STR$_i$**" for any T2 Settlement Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to €STR in respect of that day "i".

"**i**" is a series of whole numbers from one to d_0, each representing the relevant T2 Settlement Day in chronological order from, and including, the first T2 Settlement Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**n_i**" for any T2 Settlement Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following T2 Settlement Day ("**i+1**").

Where "€STR Compound with Payment Delay" applies, for the purposes of calculating €STR with respect to the final Interest Reference Period or Redemption Reference Period (if applicable), the level of €STR for each T2 Settlement Day in the period from (and including) the €STR Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of €STR in respect of such €STR Rate Cut-Off Date.

(4) if €STR Index Average ("**€STR Index Average**") is specified as applicable in the relevant Final Terms, the €STR Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of the €STR Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{€STR\ Index_{End}}{€STRIndex_{Start}}-1\right)\times\left(\frac{360}{d}\right)$$

where:

"**d**" means the number of calendar days from, and including, the €STR Index$_{Start}$ to, but excluding, the €STR Index$_{End}$.

"**€STR Index**" means, in respect of any T2 Settlement Day, the Compounded €STR Index in relation to such T2 Settlement Day as published by the ECB on the ECB's Website on such T2 Settlement Day and appearing on the Relevant Screen Page.

If the value of either or both of €STR Index$_{Start}$ or €STR Index$_{End}$ is not published or displayed on the ECB's Website or the Relevant Screen Page by the administrator of the €STR Index or other information service by 5.00 p.m. (Central European Time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of €STR Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the €STR Benchmark for the applicable Interest Reference Period or Redemption Reference

Period (if applicable) for which the €STR Index is not available shall be determined as set out under sub-paragraph (2) above of this Condition 14.6(ii) (*Provisions specific to €STR as Underlying Rate*) above as if €STR Compound with Observation Period Shift were specified as applicable in the relevant Final Terms, and for these purposes: the Observation Shift Days in respect of the applicable Interest Reference Period or Redemption Reference Period (if applicable) for which the €STR Index is not available shall be deemed to be equal to the Relevant Number of T2 Settlement Days plus one (or such other number of T2 Settlement Days as is specified for this purpose in the applicable Final Terms), as if such alternative elections had been made in the applicable Final Terms.

"**€STR Index$_{End}$**" means, in respect of an Interest Reference Period or Redemption Reference Period (if applicable), the €STR Index value on the date that is the Relevant Number of T2 Settlement Days specified in the relevant Final Terms preceding the relevant payment date relating to such Interest Reference Period or Redemption Reference Period (if applicable).

"**€STR Index$_{Start}$**" means, in respect of an Interest Reference Period or Redemption Reference Period (if applicable), the €STR Index value on the date that is the Relevant Number of T2 Settlement Days preceding the first date of the relevant Interest Reference Period or Redemption Reference Period (if applicable).

"Relevant Number" means the number specified as such in the applicable Final Terms (or, if no such number is specified, five).

For the purposes of this Condition 14.6 (*Provisions specific to €STR as Underlying Rate*), if €STR in respect of any T2 Settlement Day (the "**Relevant T2 Settlement Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of €STR, by either (A) the immediately following T2 Settlement Day (or any amended publication day for €STR as specified by the administrator of €STR in the €STR benchmark methodology) or (B) such other date and time on which €STR for the Relevant T2 Settlement Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Condition 14.11 (*General Fallback Arrangements*) (as applicable) have occurred, €STR for the Relevant T2 Settlement Day shall be deemed to be the rate equal to €STR for the most recent T2 Settlement Day in respect of which €STR was so published or provided.

14.7 *Provisions specific to SARON as Underlying Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which an Underlying Rate is to be determined and SARON is specified in the relevant Final Terms as the Underlying Rate, the Underlying Rate for an Interest Reference Period or Redemption Reference Period (as applicable) will be the relevant SARON Benchmark, subject to a minimum of zero per cent.

(ii) The "**SARON Benchmark**" will be determined based on SARON Compound with Lookback, SARON Compound with Observation Period Shift, SARON Compound with Payment Delay or SAION Index Average, as follows:

(1) if SARON Compound with Lookback ("**SARON Compound with Lookback**") is specified as applicable in the relevant Final Terms, the SARON Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound SARON interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SARON}_{i-\text{xZBD}}\times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**d_0**" for any Interest Reference Period or Redemption Reference Period (if applicable), means the number of Zurich Banking Days in the relevant Interest Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**Lookback Days**" means the number of Zurich Banking Days specified in the relevant Final Terms;

"**n_i**" for any Zurich Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following Zurich Banking Day ("**i+1**");

"**$\text{SARON}_{\text{i-xZBD}}$** " for any Zurich Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to SARON in respect of the Zurich Banking Day falling a number of Zurich Banking Days prior to that day "i" equal to the number of Lookback Days.

(2) if SARON Compound with Observation Period Shift ("**SARON Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms, the SARON Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound SARON interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SARON}_i\times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**d_0**" for any Observation Period, means the number of Zurich Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Observation Period;

"**n_i**" for any Zurich Banking Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following Zurich Banking Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Reference Period or Redemption Reference Period (if applicable), the period from, and including, the

date falling a number of Zurich Banking Days equal to the Observation Shift Days preceding the first day of such Interest Reference Period or Redemption Reference Period (if applicable) to, but excluding, the date falling a number of Zurich Banking Days equal to the Observation Shift Days preceding the last day of the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**Observation Shift Days**" means the number of Zurich Banking Days specified in the relevant Final Terms; and

"**SARON$_i$**" for any Zurich Banking Day "i" in the relevant Observation Period, is equal to SARON in respect of that day "i".

(3) if SARON Compound with Payment Delay ("**SARON Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the SARON Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound SARON interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\text{SARON}_i \times n_i}{360}\right)-1\right)\times\frac{360}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**d_0**" for any Interest Reference Period or Redemption Reference Period (if applicable), means the number of Zurich Banking Days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Zurich Banking Day in chronological order from, and including, the first Zurich Banking Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**n_i**" for any Zurich Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following Zurich Banking Day ("**i+1**");

"**SARON$_i$**" for any Zurich Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to SARON in respect of that day "i".

Where "SARON Compound with Payment Delay" applies, for the purposes of calculating SARON with respect to the final Interest Reference Period or Redemption Reference Period (if applicable), the level of SARON for each Zurich Banking Day in the period from (and including) the SARON Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of SARON in respect of such SARON Rate Cut-Off Date.

(4) if SAION Index Average ("**SAION Index Average**") is specified as applicable in the relevant Final Terms, the SARON Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of the SAION Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-

thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{SAION\ Index_{End}}{SAION\ Index_{Start}} - 1\right) \times \left(\frac{360}{d}\right)$$

where:

"**d**" means the number of calendar days from, and including, the SAION $Index_{Start}$ to, but excluding, the SAION $Index_{End}$.

"Relevant Number" means the number specified as such in the applicable Final Terms (or, if no such number is specified, five).

"**SAION Index**"means, in respect of any Zurich Banking Day, the SAION Index in relation to such Zurich Banking Day as provided by SIX Financial Information AG (or any successor administrator) to authorised distributors and as then published on the Relevant Screen Page, or if the Relevant Screen Page is unavailable, as otherwise published by such administrator or authorised distributors, in each case on such Zurich Banking Day.

If the value of either or both of SAION $Index_{Start}$ or SAION $Index_{End}$ is not published or displayed by the administrator of the SARON or other information service by 6.00 p.m. (Zurich time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the SAION Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the SARON Benchmark for the applicable Interest Reference Period or Redemption Reference Period (if applicable) for which the SAION Index is not available shall be determined as set out under sub-paragraph (2) above of this Condition 14.7(ii)(*Provisions specific to SARON as Underlying Rate*) above as if SARON Compound with Observation Period Shift were specified as applicable in the relevant Final Terms, and for these purposes the Observation Shift Days in respect of the applicable Interest Reference Period or Redemption Reference Period (if applicable) for which the SAION Index is not available shall be deemed to be equal to the Relevant Number of Zurich Banking Days plus one (or such other number of Zurich Banking Days as is specified for this purpose in the applicable Final Terms), as if such alternative elections had been made in the applicable Final Terms.

"**SAION $Index_{End}$**" means, with respect to an Interest Period, the SAION Index value on the date that is the Relevant Number of Zurich Banking Days preceding the relevant payment date relating to such Interest Reference Period or Redemption Reference Period (if applicable).

"**SAION $Index_{Start}$**" means, with respect to an Interest Reference Period or Redemption Reference Period (if applicable), the SAION Index value on the date that is the Relevant Number of Zurich Banking Days preceding the first date of the relevant Interest Reference Period or Redemption Reference Period (if applicable).

For the purposes of this Condition 14.7 (*Provisions specific to SARON as Underlying Rate*), if SARON in respect of any Zurich Banking Day (the "**Relevant Zurich Banking Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of SARON, by either (A) that Zurich Banking Day (or any amended publication day for SARON as specified by the administrator of SARON in the SARON benchmark methodology) or (B) such other date and time on which SARON for the Relevant Zurich Banking Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Condition 14.11 (*General Fallback Arrangements*) (as applicable) have occurred, SARON for the

Relevant Zurich Banking Day shall be deemed to be the rate equal to SARON for the most recent Zurich Banking Day in respect of which SARON was so published or provided.

14.8 *Provisions specific to TONA as Underlying Rate*

(i) If Screen Rate Determination is specified in the applicable Final Terms as the manner in which an Underlying Rate is to be determined and TONA is specified in the relevant Final Terms as the Underlying Rate, the Underlying Rate for an Interest Reference Period or Redemption Reference Period (if applicable) will be the relevant TONA Benchmark , subject to a minimum of zero per cent.

(ii) The "**TONA Benchmark**" will be determined based on TONA Compound with Lookback, TONA Compound with Observation Period Shift, TONA Compound with Payment Delay or TONA Index Average, as follows:

(1) if TONA Compound with Lookback ("**TONA Compound with Lookback**") is specified as applicable in the relevant Final Terms, the TONA Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound TONA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{TONA}_{i-\mathrm{pTBD}}\times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**d_0**" for any Interest Period, means the number of Tokyo Banking Days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**Lookback Days**" means the number of Tokyo Banking Days specified in the relevant Final Terms;

"**n_i**" for any Tokyo Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following Tokyo Banking Day ("**i+1**");

"**$\mathrm{TONA}_{i-\mathrm{pTBD}}$**" for any Tokyo Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to TONA in respect of the Tokyo Banking Day falling a number of Tokyo Banking Days prior to that day "i" equal to the number of Lookback Days.

(2) if TONA Compound with Observation Period Shift ("**TONA Compound with Observation Period Shift**") is specified as applicable in the relevant Final Terms, the TONA Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound TONA interest investment calculated in accordance with the following formula (with the

resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{TONA}_i \times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Observation Period;

"**d_0**" for any Observation Period, means the number of Tokyo Banking Days in the relevant Observation Period;

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Observation Period;

"**n_i**" for any Tokyo Banking Day "i" in the relevant Observation Period, means the number of calendar days from, and including, such day "i" up to, but excluding, the following Tokyo Banking Day ("**i+1**");

"**Observation Period**" means, in respect of each Interest Reference Period or Redemption Reference Period (if applicable), the period from, and including, the date falling a number of Tokyo Banking Days equal to the Observation Shift Days preceding the first day of such Interest Reference Period or Redemption Reference Period (if applicable) to, but excluding, the date falling a number of Tokyo Banking Days equal to the Observation Shift Days preceding the last day of the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**Observation Shift Days**" means the number of Tokyo Banking Days specified in the relevant Final Terms; and

"**TONA_i**" for any TONA Banking Day "i" in the relevant Observation Period, is equal to TONA in respect of that day "i".

(3) if TONA Compound with Payment Delay ("**TONA Compound with Payment Delay**") is specified as applicable in the relevant Final Terms, the TONA Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of a daily compound TONA interest investment calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\prod_{i=1}^{d_0}\left(1+\frac{\mathrm{TONA}_i \times n_i}{365}\right)-1\right)\times\frac{365}{d}$$

where:

"**d**" means the number of calendar days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**d_0**" for any Interest Period, means the number of Tokyo Banking Days in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**i**" is a series of whole numbers from one to d_0, each representing the relevant Tokyo Banking Day in chronological order from, and including, the first Tokyo Banking Day in the relevant Interest Reference Period or Redemption Reference Period (if applicable);

"**n_i**" for any Tokyo Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), means the number of calendar days from, and including, such day "i" up to, but excluding, the following Tokyo Banking Day ("**i+1**");

"**$TONA_i$**" for any Tokyo Banking Day "i" in the relevant Interest Reference Period or Redemption Reference Period (if applicable), is equal to TONA in respect of that day "i".

Where "TONA Compound with Payment Delay" applies, for the purposes of calculating TONA with respect to the final Interest Reference Period or Redemption Reference Period (if applicable), the level of TONA for each Tokyo Banking Day in the period from (and including) the TONA Rate Cut-Off Date to (but excluding) the Maturity Date or the redemption date, as applicable, shall be the level of TONA in respect of such TONA Rate Cut-Off Date.

(4) if TONA Index Average ("**TONA Index Average**") is specified as applicable in the relevant Final Terms, the TONA Benchmark for each Interest Reference Period or Redemption Reference Period (if applicable) shall be equal to the rate of return of the TONA Index calculated in accordance with the following formula (with the resulting percentage rounded, if necessary, to the nearest one hundred-thousandth of a percentage point, with 0.000005 being rounded upwards to 0.00001):

$$\left(\frac{TONA\ Index_{End}}{TONA\ Index_{Start}} - 1\right) \times \left(\frac{365}{d}\right)$$

where:

"**d**" means the number of calendar days from, and including, the TONA $Index_{Start}$ to, but excluding, the TONA $Index_{End}$.

"Relevant Number" means the number specified as such in the applicable Final Terms (or, if no such number is specified, five).

"**TONA Index**" means, in respect of any Tokyo Banking Day, the TONA Index in relation to such Tokyo Banking Day as provided by QUICK Corp (or any successor administrator) and published on the Relevant Screen Page, or if the Relevant Screen Page is unavailable, as otherwise published by QUICK Corp. (or successor administrator), in each case on such Tokyo Banking Day.

If the value of either or both of TONA $Index_{Start}$ or TONA $Index_{End}$ is not published or displayed on the Relevant Screen Page by the administrator of the TONA Index or other information service by 5.00 p.m. (Tokyo time) (or, if later, by the time falling one hour after the customary or scheduled time for publication thereof in accordance with the then-prevailing operational procedures of the administrator of the TONA Index or of such other information service, as the case may be) on the relevant Interest Determination Date, the TONA Benchmark for the applicable Interest Reference Period or Redemption Reference Period (if applicable) for which the TONA Index is not available shall be determined as set out under sub-paragraph (2) above of this Condition 14.8(ii) (*Provisions specific to TONA as Underlying Rate*) above as if TONA Compound with Observation Period Shift were specified as applicable in the relevant Final Terms, and for these purposes: the Observation Shift Days in respect of the applicable Interest Reference Period or Redemption Reference Period (if applicable) for which the TONA Index is not available shall be deemed to be equal to the Relevant Number of Tokyo Banking Days plus one (or such other number of Tokyo Banking Days as is specified for this purpose in the applicable Final Terms), as if such alternative elections had been made in the applicable Final Terms.

"**TONA Index$_{End}$**" means, with respect to an Interest Reference Period or Redemption Reference Period (if applicable), the TONA Index value on the date that is the Relevant Number of Tokyo Banking Days preceding the relevant payment date relating to such Interest Reference Period or Redemption Reference Period (if applicable).

"**TONA Index$_{Start}$**" means, with respect to an Interest Reference Period or Redemption Reference Period (if applicable), the TONA Index value on the date that is the Relevant Number of Tokyo Banking Days preceding the first date of the relevant Interest Reference Period or Redemption Reference Period (if applicable).

For the purposes of this Condition 14.8 (*Provisions specific to TONA as Underlying Rate*), if TONA in respect of any Tokyo Banking Day (the "**Relevant Tokyo Banking Day**") is not published on the Relevant Screen Page or by an authorised distributor, and is not otherwise provided by the administrator of TONA, by either (A) the immediately following Tokyo Banking Day (or any amended publication day for TONA as specified by the administrator of TONA in the TONA benchmark methodology) or (B) such other date and time on which TONA for the Relevant Tokyo Banking Day is required for the purpose of any determination pursuant to the Conditions and, in either case, none of the events triggering the fallbacks specified in Condition 14.11 (*General Fallback Arrangements*) (as applicable) have occurred, TONA for the Relevant Tokyo Banking Day shall be deemed to be the rate equal to TONA for the most recent Tokyo Banking Day in respect of which TONA was so published or provided.

14.9 *Relevant Underlying Rates Benchmark Discontinuance or Prohibition on Use:* If (i) Condition 14.10 (*Underlying CMS Reference Rate – Effect of Index Cessation Event*) does not apply, (ii) the applicable Final Terms specify that the provisions of this Condition 14.9 (*Relevant Underlying Rates Benchmark Discontinuance or Prohibition on Use*) are applicable and (ii) unless otherwise specified in the Final Terms, where ISDA Determination is specified in the applicable Final Terms as the manner in which the Underlying Rate is to be determined, after application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option (as defined in the ISDA Definitions) to apply following the occurrence of any of the following events and the application of such ISDA Bespoke Fallbacks fails to provide a means of determining the relevant Floating Rate (as defined in the ISDA Definitions), then, notwithstanding the terms set forth elsewhere in these Conditions, if the Determination Agent determines that any of the following events has occurred:

14.9.1 a public statement or publication of information by or on behalf of the administrator of the Relevant Underlying Rates Benchmark announcing that it has ceased or will cease to provide the Relevant Underlying Rates Benchmark permanently or indefinitely, provided that, at the time of statement or publication, there is no successor administrator that will continue to provide the Relevant Underlying Rates Benchmark; or

14.9.2 a public statement or publication of information by the regulatory supervisor for the administrator of the Relevant Underlying Rates Benchmark, the central bank for the currency of the Relevant Underlying Rates Benchmark, an insolvency official with jurisdiction over the administrator of the Relevant Underlying Rates Benchmark, a resolution authority with jurisdiction over the administrator of the Relevant Underlying Rates Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator of the Relevant Underlying Rates Benchmark, which states that the administrator of the Relevant Underlying Rates Benchmark has ceased or will cease to provide the Relevant Underlying Rates Benchmark permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor

administrator that will continue to provide the Relevant Underlying Rates Benchmark; or

14.9.3 unless otherwise specified in the Final Terms, an Administrator/Benchmark Event occurs in relation to a Relevant Underlying Rates Benchmark,

then the Determination Agent may use, as a substitute for the Relevant Underlying Rates Benchmark, and for each future Interest Determination Date (or other rate fixing date), the alternative rates benchmark determined in accordance with the following provisions:

(i) if an alternative underlying rate, index or benchmark is specified in the Final Terms for this purpose (an **Alternative Pre-nominated Underlying Rate**), such Alternative Pre-nominated Underlying Rate; or

(ii) if an Alternative Pre-nominated Underlying Rate is not specified in the Final Terms, the alternative underlying rate, index or benchmark selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the applicable index currency that is consistent with accepted market practice (the rate determined under sub-paragraph (i) above or this sub-paragraph (ii), the **Alternative Rate**).

The Determination Agent may, after consultation with the Issuer, determine any adjustments to the Alternative Rate (which may include the addition of an adjustment spread, which may be positive or negative, in order to reduce or eliminate, to the extent reasonably practicable, any transfer of economic value to or from the Issuer as a result of the replacement of the Relevant Underlying Rates Benchmark with the Alternative Rate), as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Notes, in each case that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Notes.

If the Determination Agent determines, after consultation with the Issuer, that no such Alternative Rate exists on the relevant date, it may, after consultation with the Issuer, determine an alternative rate to be used as a substitute for the Relevant Underlying Rates Benchmark (which shall be the "Alternative Rate" for the purposes of these provisions), the Business Day Convention, the Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions in respect of the Notes, in each case, that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Notes.

The Issuer will then provide a notice, in accordance with Condition 26 (*Notices*), to Noteholders to inform them of the occurrence of any of events listed in Clauses 14.9.1 to 14.9.3 above, the Alternative Rate and any adjustment determinations which will apply to the Notes. The notice shall also confirm the effective date of the Alternative Rate and any adjustments.

Notwithstanding anything else in this Condition 14.9, if the Determination Agent determines that the selection of a particular index, benchmark or other price as an "Alternative Rate" (taking into account any necessary adjustments that would need to be made in accordance with this Condition 14.9) (1) is or would be unlawful under any applicable law or regulation; or (2) would contravene any applicable licensing requirements; or (3) would result in the Determination Agent, the Issuer or the Determination Agent being considered to be administering a benchmark, index or other price source whose production, publication, methodology or governance would subject

the Determination Agent, the Issuer or the Determination Agent to material additional regulatory obligations which it is unwilling to undertake, then the Determination Agent shall not select such index, benchmark or price source as the Alternative Rate.

If the Determination Agent is unable to identify an Alternative Rate and determine the necessary adjustments to the terms of the Notes, then the Issuer may, in its reasonable discretion, determine that the Notes shall be redeemed as of any later date. If the Issuer so determines that the Notes shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Noteholders to redeem the Notes and upon redemption the Issuer will pay in respect of each Note an amount equal to either:

(A) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(B) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(C) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest;

(D) if "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(E) If "Early Redemption Amount (Benchmark Trigger Event) - Fair Market Value Less Costs" is specified in the Final Terms, the fair market value of such Note, on such date as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Notes of the reasonable cost to the Issuer and/ or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(F) If "Early Redemption Amount (Benchmark Trigger Event) - Fair Market Value" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

The Issuer's obligations under the Notes shall be satisfied in full upon payment of such amount.

In the case where ISDA Determination is specified in the applicable Final Terms as the manner in which the Underlying Rate is to be determined, and the application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option results in a replacement of, modification to, or change in the method of calculating, the Floating Rate (or the index, benchmark or other price source that is referred to in the Floating Rate Option), the Determination Agent may, after consultation with the Issuer, determine any adjustments to the Floating Rate (including any adjustment spread) as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Notes, in each case that are consistent with accepted market practice for the use of such replacement or modified Floating Rate for debt obligations such as the Notes. The Issuer will provide a notice, in accordance with Condition 26 (*Notices*), to Noteholders to inform them of any adjustment determinations which will apply to the Notes. The notice shall also confirm the effective date of any adjustments.

14.10 *Underlying CMS Reference Rate – Effect of Index Cessation Event*

This Condition 14.10 (*Underlying CMS Reference Rate – Effect of Index Cessation Event*) applies where (i) the Relevant Underlying Rates Benchmark is a CMS Underlying Rate and (ii) the applicable Final Terms specify that the provisions of this Condition 14.10 (*Underlying CMS Reference Rate – Effect of Index Cessation Event*) are applicable.

(a) *Index Cessation*. If, as of an Interest Determination Date or any other relevant day on which a CMS Underlying Rate is to be determined, an Index Cessation Effective Date with respect to the applicable tenor of the then-current CMS Underlying Rate has occurred, then the CMS Underlying Rate in respect of such Interest Determination Date or other relevant day (as applicable) and each subsequent Interest Determination Date or other relevant day (as applicable) shall be the sum of (i) the Benchmark Replacement; and (ii) any adjustment spread (which may be a positive or negative value or zero), in each case determined on that Interest Determination Date or other relevant day (as applicable) by the Determination Agent acting in good faith and in a commercially reasonable manner. Following the occurrence of an Index Cessation Effective Date in respect of one or more Index Cessation Events, the determination of the Benchmark Replacement and any adjustment spread will be a one-time process and will apply to each following Interest Determination Date or other relevant day (as applicable).

(b) *Early Redemption*. If the implementation of any Benchmark Replacement or Benchmark Replacement Conforming Changes results in a calculation of the CMS Underlying Rate that is not consistent with market practice as determined by the Determination Agent, the Issuer may, in its reasonable discretion, determine that the Notes shall be redeemed as of any later date. If the Issuer so determines that the Notes shall be redeemed, then the Issuer shall give not less than five Business Days' notice to the Noteholders to redeem the Notes and upon redemption the Issuer will pay in respect of each Note an amount equal to:

(i) if "Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Accrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(ii) if "Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Accrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer

and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(iii) if "Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Unaccrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest;

(iv) if "Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Unaccrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(v) if "Early Redemption Amount (CMS Underlying Rate) – Fair Market Value Less Costs" is specified in the applicable Final Terms, an amount equal to the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion; or

(vi) if "Early Redemption Amount (CMS Underlying Rate) - Fair Market Value" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

The Issuer's obligation under the Notes shall be satisfied in full upon payment of such amount.

(c) *Decisions and Determinations*. Any determination, decision, selection or election that may be made by the Issuer, the Determination Agent or their respective designees, pursuant to this Condition 14.10 (*Underlying CMS Reference Rate – Effect of Index Cessation Event*), including any determination with respect to a tenor, rate, spread or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any determination, decision, selection or election:

(i) will be conclusive and binding absent manifest error;

(ii) will be made in such person's sole discretion; and

(iii) notwithstanding anything to the contrary in the terms and conditions relating to the Notes, shall become effective without consent from the holders of the Notes or any other party.

(d) For the purposes of this Condition 14.10 (*Underlying CMS Reference Rate – Effect of Index Cessation Event*), the following terms shall bear the following meanings:

Benchmark Replacement means the first alternative benchmark set forth in the order below that can be determined by the Determination Agent as of the Interest Determination Date or other relevant day on which a CMS Underlying Rate is to be determined, in each case next succeeding the relevant Index Cessation Effective Date (or, if the Index Cessation Effective Date occurs on the Interest Determination Date or other relevant day, that Interest Determination Date or other relevant day (as applicable)):

(i) if an alternative underlying rate, index or benchmark is specified in the Final Terms for this purpose (an **Alternative Pre-nominated Underlying Rate**), such Alternative Pre-nominated Underlying Rate;

(ii) the alternate rate of interest that has been selected or recommended by the relevant governmental body or agency with jurisdiction over the then-current CMS Underlying Rate or the administrator thereof as the replacement for the then-current CMS Underlying Rate for the applicable index maturity; or

(iii) the alternate rate of interest that has been selected by the Determination Agent as the replacement for the then-current CMS Underlying Rate for the applicable index maturity giving due consideration to any industry-accepted replacement rate for the then-current CMS Underlying Rate for floating rate notes denominated in the Index Currency at such time, including any alternate rate of interest recommended by the International Swaps and Derivatives Association, Inc. or any successor thereto.

In connection with the implementation of a Benchmark Replacement, the Determination Agent or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time.

Benchmark Replacement Conforming Changes means, with respect to any Benchmark Replacement, any changes (including changes to the definition of "Interest Reference Period", "Redemption Reference Period", the timing and frequency of determining rates and making payments of interest, and other administrative matters) that the Determination Agent or its designee determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Determination Agent or its designee determines that adoption of any portion of such market practice is not administratively feasible or if the Determination Agent or its designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Determination Agent or its designee determines is reasonably necessary).

CMS Underlying Rate means, initially, the CMS Underlying Rate specified in the applicable Final Terms; provided that if an Index Cessation Effective Date has occurred with respect to such rate or the then-current CMS Underlying Rate, then "CMS Underlying Rate" means the applicable Benchmark Replacement. For the avoidance of doubt, such Benchmark Replacement will replace the then-current CMS Underlying Rate for all purposes relating to the Notes.

Index Cessation Effective Date means, in respect of the then-current CMS Underlying Rate and one or more Index Cessation Events, the first date on which the CMS Underlying Rate would ordinarily have been published or provided and is no longer published or provided. If the CMS Underlying Rate ceases to be provided on an Interest Determination Date or other relevant day, but it was provided at the time at which it is to be observed pursuant to these Conditions, then the Index Cessation Effective Date will be the next day on which the rate would ordinarily have been published or provided.

Index Cessation Event means, in respect of the then-current CMS Underlying Rate:

(iv) a public statement or publication of information by or on behalf of the administrator of the CMS Underlying Rate announcing that it has ceased or will cease to provide the CMS Underlying Rate, permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider, as applicable, that will continue to provide the CMS Underlying Rate;

(v) a public statement or publication of information by the regulatory supervisor for the administrator of the CMS Underlying Rate, the central bank for the currency of the CMS Underlying Rate, an insolvency official with jurisdiction over the administrator for the

CMS Underlying Rate, a resolution authority with jurisdiction over the administrator for the CMS Underlying Rate or a court or an entity with similar insolvency or resolution authority over the administrator for the CMS Underlying Rate, which states that the administrator of the CMS Underlying Rate has ceased or will cease to provide the CMS Underlying Rate permanently or indefinitely, provided that, at the time of the statement or publication, there is no successor administrator or provider that will continue to provide the CMS Underlying Rate; or

(vi) unless otherwise specified in the applicable Final Terms, an Administrator/Benchmark Event occurs with respect to the CMS Underlying Rate (with the CMS Underlying Rate being the Relevant Underlying Rates Benchmark for the purpose of the definition of "Administrator/Benchmark Event").

Index Currency means the currency in respect of which the relevant CMS Underlying Rate is calculated or expressed, as determined by the Determination Agent.

(e) *Application to multiple CMS Underlying Rates.* If either:

(i) the CMS Underlying Rate is specified in the applicable Final Terms to be "Spread CMS Underlying Rate"; or

(ii) the Notes otherwise reference more than one CMS Underlying Rate,

the foregoing provisions of this Condition 14.10 (*Underlying CMS Reference Rate – Effect of Index Cessation Event*) shall apply separately for each of CMS Underlying Rate so referenced (including each of CMS Underlying Rate 1 and CMS Underlying Rate 2 in the case where the CMS Underlying Rate is a "Spread CMS Underlying Rate" and for the purpose of construing such provisions, each of CMS Underlying Rate 1 and CMS Underlying Rate 2 shall be the "CMS Underlying Rate"). However, if an Index Cessation Effective Date has occurred in respect of one or more CMS Underlying Rate(s) (the **Impacted CMS Underlying Rate(s)**) but not all of the CMS Underlying Rate(s) referenced by the Notes (the **Non-Impacted CMS Underlying Rate(s)**), the Issuer or its designee may elect to treat each of the Non-Impacted CMS Underlying Rate(s) as if an Index Cessation Effective Date had occurred in respect of such Non-Impacted CMS Underlying Rate and apply the foregoing provisions accordingly.

14.11 *General Fallback Arrangements*

(a) The following provisions of this Condition 14.11 (*General Fallback Arrangements*) shall apply where:

(i) the Relevant Underlying Rates Benchmark is EURIBOR, SONIA, €STR, SARON or TONA;

(ii) such Relevant Underlying Rates Benchmark has been permanently discontinued;

(iii) the applicable Final Terms specify that the provisions of Condition 14.9 (*Relevant Underlying Rates Benchmark Discontinuance or Prohibition on Use*) do not apply; and

(iv) unless otherwise specified in the Final Terms, where ISDA Determination is specified in the applicable Final Terms as the manner in which the Underlying Rate is to be determined, application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option (as defined in the ISDA Definitions) following the permanent discontinuation of the Relevant Underlying Rates

Benchmark fails to provide a means of determining the relevant Floating Rate (as defined in the ISDA Definitions).

If Condition 14.11 (*General Fallback Arrangements*) applies then notwithstanding the terms set forth elsewhere in these Conditions, the Determination Agent will use, as a substitute for such Relevant Underlying Rates Benchmark, and for each future Interest Determination Date, the alternative reference rate or index selected by the central bank, reserve bank, monetary authority or any similar institution (including any committee or working group thereof) in the jurisdiction of the applicable index currency that is consistent with accepted market practice (the "**Alternative Rate**").

(b) The Determination Agent will, after consultation with the Issuer, make such adjustments to the Alternative Rate, as well as the applicable Business Day Convention, Interest Determination Dates and related provisions and definitions of the Notes, in each case that are consistent with accepted market practice for the use of such Alternative Rate for debt obligations such as the Notes. However, in the case of EURIBOR only, if the Determination Agent determines, after consultation with the Issuer, that no such Alternative Rate exists on the relevant date, it shall make a determination, after consultation with the Issuer, of an alternative rate as a substitute for EURIBOR, for debt obligations such as the Notes, the Business Day Convention and the Interest Determination Dates in respect of the Notes, that is consistent with accepted market practice.

(c) In the case where ISDA Determination is specified in the applicable Final Terms as the manner in which the Underlying Rate is to be determined, and the application of any ISDA Bespoke Fallbacks specified in the relevant Floating Rate Option results in a replacement of, modification to, or change in the method of calculating, the Floating Rate (or the index, benchmark or other price source that is referred to in the Floating Rate Option), the Determination Agent may, after consultation with the Issuer, determine any adjustments to the Floating Rate (including any adjustment spread) as well as the applicable Business Day Convention, Interest Determination Dates (or any other rate fixing dates) and related provisions and definitions of the Notes, in each case that are consistent with accepted market practice for the use of such replacement or modified Floating Rate for debt obligations such as the Notes. The Issuer will provide a notice, in accordance with Condition 26 (*Notices*), to Noteholders to inform them of any adjustment determinations which will apply to the Notes. The notice shall also confirm the effective date of any adjustments.

14.12 *Additional Disruption Events – Rate-Linked Notes*

(a) Following the occurrence of an Additional Disruption Event, the Issuer will, in its reasonable discretion, determine whether or not the relevant Notes shall continue or be redeemed early.

(b) If the Issuer determines that the relevant Notes shall continue, the Determination Agent may make such adjustment as the Determination Agent, in its reasonable discretion, considers appropriate, if any, to any variable relevant to the redemption, settlement or payment terms of the relevant Notes and/or any other adjustment which change or adjustment shall be effective on such date as the Determination Agent shall determine. The Fiscal Agent shall provide notice to the Noteholders of any such adjustment in accordance with Condition 26 (*Notices*), giving summary details of the adjustment, provided that any failure to give such notice shall not affect the validity of any such adjustment.

(c) If the Issuer determines that the relevant Notes shall be redeemed early, then the Issuer shall give not less than five Business Days' notice to redeem the Notes and the Issuer's obligations under the Notes shall be satisfied in full upon payment in respect of each Note of an amount equal to:

(i) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(ii) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(iii) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued)**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest;

(iv) if "**Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued) Less Costs**" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(v) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on, unwinding any related hedging arrangements, all as calculated by the Determination Agent in its reasonable discretion; or

(vi) if "**Early Redemption Amount (Additional Disruption Event) – Fair Market Value**" is specified in the Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion.

(d) The Issuer shall as soon as reasonably practicable under the circumstances notify the Fiscal Agent and the Determination Agent of the occurrence of an Additional Disruption Event.

(e) For the purposes hereof:

(i) **Additional Disruption Event** means, if specified in the applicable Final Terms, with respect to any Series of Notes, Change in Law, Hedging

Disruption, Increased Cost of Hedging and any further events as may be specified in the applicable Final Terms.

14.13 *Definitions Applicable to Rate-Linked Notes*

Capitalised terms used but not otherwise defined in this Condition 14.13 (*Definitions Applicable to Rate-Linked Notes*) shall have the meanings given to them in Condition 2.1 (*Definitions*).

Averaging Date means, in respect of an Underlying Rate and an Interest Determination Date, each date specified as such or otherwise determined as provided in the applicable Final Terms, provided that if any such date is not an Underlying Rate Business Day, such date shall be the next following day that is an Underlying Rate Business Day.

Change in Law means that, on or after the Trade Date (a) due to the adoption of or any change in any applicable law or regulation (including, without limitation, any tax law), 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 that (i) it has become illegal to hold, acquire or dispose of Hedge Positions or (ii) it will incur a materially increased cost in performing its obligations with respect to the Notes (including, without limitation, due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

CMS Underlying Rate means the rate specified as such in the applicable Final Terms;

CMS Underlying Rate means the rate determined in accordance with the Condition 14.3 (*CMS Rate Determination*);

CMS Underlying Rate 1 means the rate specified as such in the applicable Final Terms and the terms "Relevant Swap Rate", "Reference Currency", "Designated Maturity", "Relevant Screen Page", "Relevant Time" and "Interest Determination Date" and any other relevant term will each be specified in the applicable Final Terms under the heading "CMS Underlying Rate 1";

CMS Underlying Rate 2 means the rate specified as such in the applicable Final Terms and the terms "Relevant Swap Rate", "Reference Currency", "Designated Maturity", "Relevant Screen Page", "Relevant Time" and "Interest Determination Date" and any other relevant term will each be specified in the applicable Final Terms under the heading "CMS Underlying Rate 2";

Determination Agent Fallback has the meaning given in 14.3 (*CMS Rate Determination*);

Fallback Rate Determination means, in respect of a CMS Underlying Rate, any of the following as specified in the applicable Final Terms as an alternative basis for determining the CMS Underlying Rate: (i) Fallback Screen Page, (ii) Mid-Market Quotations, and (iii) Determination Agent Fallback;

Fallback Screen Page has the meaning given in 14.3 (*CMS Rate Determination*);

Hedge Positions means any purchase, sale, entry into or maintenance of one or more (i) positions or contracts in securities, commodities, options, futures, derivatives or foreign exchange, (ii) stock loan transactions or (iii) other instruments or arrangements (howsoever described) by a party in order to hedge, individually or on a portfolio basis, the Notes;

Hedging Disruption means that the Issuer 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 risk of entering into and performing its obligations under the Notes, or (B) realise, recover or remit the proceeds of any such transactions or asset(s);

Increased Cost of Hedging means that the Issuer 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 risk of entering into 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 shall not be deemed an Increased Cost of Hedging;

Interest Determination Date has the meaning given in the applicable Final Terms, provided that, if any of SOFR Compound with Payment Delay, SONIA Compound with Payment Delay, €STR Compound with Payment Delay, SARON Compound with Payment Delay or TONA Compound with Payment Delay applies, the Interest Determination Date with respect to the final Interest Reference Period or Redemption Reference Period (as applicable) for SOFR, SONIA, €STR, SARON or TONA (as the case may be) will be the SOFR Rate Cut-Off Date, the SONIA Rate Cut-Off Date, the €STR Rate Cut-Off Date, the SARON Rate Cut-Off Date or the TONA Rate Cut-Off Date, respectively and provided further that if any such date is not an Underlying Rate Business Day, the relevant Interest Determination Date shall be the next succeeding Underlying Rate Business Day

Interest Reference Period means, in respect of an Interest Determination Date or an Averaging Date, the period specified as such in the applicable Final Terms;

Mid-Market Quotations means, in relation to the determination of any CMS Underlying Rate, the bid and offered rates for the Specified Fixed Leg, calculated on the Fixed Leg Day Count Basis, of a fixed-for-floating Reference Currency interest rate swap transaction with a term equal to the Designated Maturity commencing on the first day of the relevant Interest Reference Period or Redemption Reference Period (as applicable) or on any relevant day 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 the Floating Leg Day Count Basis, is equivalent to floating leg Floating Rate Option (as defined in the ISDA Definitions) with a designated maturity determined by the Determination Agent by reference to standard market practice and/or the ISDA Definitions;

Redemption Reference Period means, in respect of an Interest Determination Date or an Averaging Date, the period specified as such in the applicable Final Terms;

Reference Banks has the meaning given in the applicable Final Terms or, if none are specified, four major banks selected by the Determination Agent in the market that is most closely connected with the Underlying Rate. Where the applicable Final Terms specify "CMS Rate Determination" to be applicable, "Underlying Rate" shall be construed to include a CMS Underlying Rate. If more than one Underlying Rate is specified, "Underlying Rate" shall be construed to refer to each rate defined or specified as such, or determined, in respect of the relevant period or day as specified in the applicable Final Terms;

Relevant Underlying Rates Benchmark means, in respect of any Notes:

(a) each Underlying Rate (or, if applicable, the index, benchmark or other price source that is referred to in the Underlying Rate);

(b) each Floating Rate Option (or, if applicable, the index, benchmark or other price source that is referred to in the Floating Rate Option); or

(c) any other index, benchmark or other price source specified as a "Relevant Underlying Rates Benchmark" in the applicable Final Terms;

Underlying Rate has the meaning given in the applicable Final Terms;

Underlying Rate Business Day means, in respect of an Underlying Rate, a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange) in each Underlying Rate Jurisdiction in respect of such Underlying Rate;

Underlying Rate Jurisdiction means, in respect of an Underlying Rate, the jurisdiction(s) specified in the applicable Final Terms;

Underlying Rate Participation Rate means, in respect of any Underlying Rate (each a **Relevant Underlying Rate**) for a relevant day and/or an Interest Reference Period or Redemption Reference Period (as applicable), the amount or percentage as such in the applicable Final Terms in respect of such Relevant Underlying Rate for such day and/or such Interest Reference Period or Redemption Reference Period (as applicable), or, if a Rate Table is set out in the applicable Final Terms, each amount or percentage rate specified in the Rate Table in the column headed "Underlying Rate Participation Rate" in the row corresponding to such day, provided that, if the applicable Final Terms specify Underlying Rate Participation Rate to be not applicable, it shall be deemed to be equal to one. Where the applicable Final Terms specify more than one Underlying Rate Participation Rate for different Relevant Underlying Rates, the Underlying Rate Participation Rate will be construed to apply to each Relevant Underlying Rate for each relevant day and/or each Interest Reference Period or Redemption Reference Period (as applicable);

Underlying Rate Participation Rate 1 means the rate specified as such in the applicable Final Terms; and

Underlying Rate Participation Rate 2 means the rate specified as such in the applicable Final Terms.

15. PROVISIONS RELATING TO COMBINATION BASKETS

This Condition 15 (*Provisions Relating to Combination Baskets*) is applicable only in relation to Notes (**Combination Basket Notes**) in respect of which the Relevant Underlying is a basket comprising a combination of Underlying Shares, Equity Indices, Bonds Indices and/or Dividend Futures Contracts (a **Combination Basket** and each component, a **Combination Basket Component**) and shall apply instead of Conditions 9.1 and 13.1.

15.1 *Valuation, Market Disruption, Reference Dates and Averaging Dates*

(a) Subject to Condition 15.1(c) below, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day, then:

(i) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Combination Basket Component, then:

(A) the Reference Date for each Combination Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Combination Basket Component; and

(B) the Reference Date for any Combination Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an **Affected Combination Basket Component**) shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day in respect of such Affected Combination Basket Component; and (B) the Reference Cut-Off Date for such Affected Combination Basket Component (notwithstanding that such day may not be a Scheduled Trading Day).

(ii) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Combination Basket Component, then the Reference Date for each Combination Basket Component shall be the earlier of (i) the first Common Scheduled Trading Day following the relevant Scheduled Reference Date that is not a Disrupted Day with respect to any Combination Basket Component; and (ii) the Reference Cut-Off Date (notwithstanding that such day may not be a Common Scheduled Trading Day).

(iii) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, if the Determination Agent determines that any Scheduled Reference Date is a Disrupted Day in respect of any Combination Basket Component, then:

(A) the Reference Date for each Combination Basket Component in respect of which the Scheduled Reference Date is not a Disrupted Day shall be the Scheduled Reference Date for such Combination Basket Component; and

(B) the Reference Date for each Combination Basket Component in respect of which the Scheduled Reference Date is a Disrupted Day (each an **Affected Combination Basket Component**) shall be the earlier of (A) the first Scheduled Trading Day following the relevant Scheduled Reference Date that

is not a Disrupted Day in respect of such Affected Combination Basket Component; and (B) the Reference Cut-Off Date for such Affected Combination Basket Component (notwithstanding that such day may not be a Common Scheduled Trading Day or a Scheduled Trading Day).

(iv) If, in respect of any Combination Basket Component, a Reference Date falls on the relevant Reference Cut-Off Date pursuant to this Condition 15.1(a)(iv) and:

(A) if such Reference Cut-Off Date is not a Disrupted Day, the Determination Agent shall determine, in respect of a Combination Basket Component that is (1) an Index, the level of such Index, (2) an Underlying Share, the value of such Underlying Share or (3) a Dividend Futures Contract, the value of such Dividend Futures Contract (as the case may be), in each case as at the Determination Time on such Reference Cut-Off Date; or

(B) if such Reference Cut-Off Date is a Disrupted Day, the Determination Agent shall determine, in its reasonable discretion:

(1) in respect of a Combination Basket Component that is an Index, the level of such Index as of the Determination Time on the Reference Cut-Off Date 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 Determination Time on that Reference Cut-Off Date of each security (or other property) comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on such Reference Cut-Off Date, its estimate of the value for the relevant security as of the Determination Time on such Reference Cut-Off Date, acting in good faith and a commercially reasonable manner);

(2) in respect of a Combination Basket Component that is an Underlying Share or ETF Interest, its estimate of the value for such Underlying Share or ETF Interest (as the case may be) as of the Determination Time on such Reference Cut-Off Date, acting in good faith and a commercially reasonable manner; and

(3) in respect of a Combination Basket Component that is a Dividend Futures Contract, its estimate of the value for such Dividend Futures Contract as of the Determination Time on such Reference Cut-Off Date, acting in good faith and a commercially reasonable manner.

(b) Subject to Condition 15.1(c) below, if Averaging Dates are specified in the applicable Final Terms as being applicable, then, notwithstanding any other provisions of these Conditions, the following provisions will apply to the valuation of the relevant Index, Underlying Share, ETF Interest or Dividend Futures Contract in relation to the relevant Reference Date:

(i) If a Scheduled Averaging Date in respect of a Reference Date is determined by the Determination Agent to be a Disrupted Day in respect of any Combination Basket Component, then:

(A) where "Individual Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Omission":

(a) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) such date shall not be an Averaging Date in respect of such Reference Date for any Combination Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Combination Basket Component, an **Affected Combination Basket Component**), provided that if through the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Combination Basket Component, then the sole Averaging Date for such Affected Combination Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of each such Affected Combination Basket Component and (II) the Averaging Cut-Off Date for such Affected Combination Basket Component;

(2) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Postponement":

(a) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Combination Basket Component, an **Affected Combination Basket Component**) shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Combination Basket Component and (II) the Averaging Cut-Off Date for such Affected Combination Basket Component. Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 15.1(b)(i)(A)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or

(3) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Modified Postponement":

(a) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Combination Basket Component, an **Affected Combination Basket Component**) shall be the earlier of (I) the first Valid Date following the Scheduled Averaging Date in respect of such Affected Combination Basket Component and (II) the Averaging Cut-Off Date for such Affected Combination Basket Component, irrespective

of whether it falls on a day that already is or is deemed to be an Averaging Date;

(B) where "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Omission", such date will be deemed not to be a relevant Averaging Date in respect of any Combination Basket Component for the purposes of determining the Relevant Underlying Value, as applicable **provided that**, if through the operation of this provision there would be no Averaging Date in respect of such Reference Date, then the sole Averaging Date for each Combination Basket Component shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day for any Combination Basket Component and (B) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day);

(2) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Postponement", then the Averaging Date shall be the earlier of (A) the first Common Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of any Combination Basket Component and (B) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 15.1(b)(i)(B)(2) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or

(3) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Modified Postponement", then the Averaging Date for each Combination Basket Component shall be the earlier of (A) the first Common Valid Date following the Scheduled Averaging Date and (II) the Averaging Cut-Off Date (notwithstanding the fact that such Averaging Cut-Off Date may not be a Common Scheduled Trading Day), irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

(C) where "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms:

(1) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Omission":

(a) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) such date shall not be an Averaging Date in respect of such Reference Date for any Combination Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Combination Basket Component, an **Affected** Combination **Basket Component**), provided that if through

the operation of this provision there would not be any Averaging Date in respect of such Reference Date for the Affected Combination Basket Component, then the sole Averaging Date for such Affected Combination Basket Component shall be the earlier of (I) the first Scheduled Trading Day following the final Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Combination Basket Component and (II) the Averaging Cut-Off Date for such Affected Combination Basket Component (notwithstanding the fact that such day may not be a Common Scheduled Trading Day);

(2) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Postponement":

(a) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(b) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Combination Basket Component, an **Affected** Combination **Basket Component**) shall be the earlier of (I) the first Scheduled Trading Day following the Scheduled Averaging Date that is not a Disrupted Day in respect of such Affected Combination Basket Component and (II) the Averaging Cut-Off Date for such Affected Combination Basket Component (notwithstanding the fact that such day not be a Common Scheduled Trading Day). Any day (including, for the avoidance of doubt, the Averaging Cut-Off Date) determined to be an Averaging Date as a result of the operation of this Condition 15.1(b)(i)(C)(2)(b) shall be an Averaging Date, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date; or

(3) if, in relation to **Averaging Date Disruption**, the consequence specified in the relevant Final Terms is "Modified Postponement":

(c) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is not a Disrupted Day shall be the Scheduled Averaging Date; and

(d) the Averaging Date for each Combination Basket Component in respect of which the Scheduled Averaging Date is a Disrupted Day (each such Combination Basket Component, an **Affected** Combination **Basket Component**) shall be the earlier of (I) the first Valid Date (that is a Scheduled Trading Day) following the Scheduled Averaging Date in respect of such Affected Combination Basket Component and (II) the Averaging Cut-Off Date for such Affected Combination Basket Component, irrespective of whether it falls on a day that already is or is deemed to be an Averaging Date;

(ii) If, in respect of any Combination Basket Component, an Averaging Date falls on the relevant Averaging Cut-Off Date pursuant to this Condition 15.1(b)(ii):

(A) if such Averaging Cut-Off Date is not a Disrupted Day, the Determination Agent shall determine, in respect of a Combination Basket Component that is (1) an Index, the level of such Index, (2) an Underlying Share or ETF Interest, the value of such Underlying Share or ETF Interest or (3) a Dividend Futures Contract, the value of such Dividend Futures Contract (as the case may be), in each case as at the Determination Time on such Averaging Cut-Off Date; or

(B) if such Averaging Cut-Off Date is a Disrupted Day, the Determination Agent shall determine, in its reasonable discretion:

(1) in respect of a Combination Basket Component that is an Index, the level of such Index as of the Determination Time on the Averaging Cut-Off Date 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 Determination Time on such Averaging Cut-Off Date of each security comprised in that Index (or, if an event giving rise to a Disrupted Day has occurred in respect of the relevant security on such Averaging Cut-Off Date, its estimate of the value for the relevant security as of the Determination Time on such Averaging Cut-Off Date, acting in good faith and a commercially reasonable manner);

(2) in respect of a Combination Basket Component that is an Underlying Share or an ETF Interest, its estimate of the value for such Underlying Share or ETF Interest (as the case may be) as of the Determination Time on such Averaging Cut-Off Date, acting in good faith and a commercially reasonable manner; and

(3) in respect of any Combination Basket Component that is a Dividend Futures Contract, its estimate of the value for such Dividend Futures Contract as of the Determination Time on such Averaging Cut-Off Date, acting in good faith and a commercially reasonable manner.

(iii) If any Averaging Dates in relation to a Reference Date occur after that Reference Date as a result of the occurrence of a Disrupted Day, then:

(A) the relevant Interest Payment Date, Maturity Date, Automatic Early Redemption Date; and

(B) the occurrence of:

(1) in respect of Indices, an Index Adjustment Event or an Additional Disruption Event (as such terms are defined in Condition 9);

(2) in respect of Underlying Shares, a Potential Adjustment Event, an Extraordinary Event, or an Additional Disruption Event (as such terms are defined in Condition 9);

(3) in respect of ETF Interests, a Potential Adjustment Event, an Extraordinary Event, an Extraordinary ETF Event or an Additional Disruption Event (as such terms are defined in Condition 9);

(4) in respect of Dividend Futures Contracts a Dividend Futures Contract Adjustment Event, a Potential Adjustment Event or an Additional Disruption Event (as such terms are defined in Condition 13),

shall be determined by reference to the last such Averaging Date as though it were that Reference Date.

(c) If in respect of any Combination Basket Component that is a Dividend Futures Contract, a Scheduled Reference Date or Scheduled Averaging Date is specified to be the Expiry Date and due to the Scheduled Reference Date or Scheduled Averaging Date (as the case may be) being a Disrupted Day (or for any other reason), the final settlement price has been announced and published prior to the Scheduled Reference Date or Scheduled Averaging Date (as the case may be), then the Reference Date or Averaging Date (as the case may be) for such Futures Contract shall fall on the Expiry Date and the provisions of Condition 15.1(a) and (b) above shall not apply to such Futures Contract and Scheduled Reference Date or Scheduled Averaging Date (as the case may be).

15.2 *Combination Basket Component Adjustment Provisions*

In respect of each Combination Basket Component that is:

(a) an Index, the provisions of Condition 9.2 (*Adjustments to Indices*) and 9.6 (*Additional Disruption Events*) shall apply to such Index (subject as specified in the applicable Final Terms) and as a consequence to the Combination Basket Notes;

(b) an Underlying Share, the provisions of Condition 9.3 (*Adjustments affecting Underlying Shares and ETF Interests*), 9.4 (*Extraordinary Events*) and 9.6 (*Additional Disruption Events) (subject as specified in the applicable Final Terms*) and as a consequence to the Combination Basket Notes;

(c) an ETF Interest, the provisions of Condition 9.3 (*Adjustments affecting Underlying Shares and ETF Interests*), 9.4 (*Extraordinary Events*), 9.5 (*Extraordinary ETF Interests*) and 9.6 (*Additional Disruption Events*) (subject as specified in the applicable Final Terms) and as a consequence to the Combination Basket Notes;

(d) a Dividend Futures Contract, the provisions of Condition 13.2 (*Administrator/Benchmark Event or Disappearance of Futures Contract or Settlement Price*), 13.3 (*Futures Contract Adjustment Events*), 13.4 (*Adjustments for Futures Contract Adjustment Events*), 13.5 (*Correction of Futures Contract Prices*), 13.6 (*Adjustments for Potential Adjustment Events*) and 13.7 (*Additional Disruption Events*) (subject as specified in the applicable Final Terms) and as a consequence to the Notes.

15.3 *Definitions applicable to Combination Baskets*

In relation to this Condition 15, the following expressions shall have the meanings set out below:

Averaging Cut-Off Date means, where the Notes relate to a Combination Basket and in respect of a Scheduled Averaging Date for the purposes of Condition 15.1, the date falling the Specified Number of Scheduled Trading Days or the Specified Number of Common Scheduled Trading Days (as the case may be) following the Scheduled Averaging Date, or if no such number is specified:

(a) if "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the Final Terms, the eighth Common Scheduled Trading Day following such Scheduled Averaging Date; or

(b) in any other case, the eighth Scheduled Trading Day following such Scheduled Averaging Date;

Averaging Date means, in respect of each Combination Basket Component and in respect of each Reference Date, either:

(a) where the applicable Final Terms provides that "Individual Scheduled Trading Days and Individual Disrupted Days" shall be applicable, 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 for such Combination Basket Component; or

(b) where the applicable Final Terms provides that either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" shall be applicable, each date specified as such in the applicable Final Terms, or if any such date is not a Common Scheduled Trading Day, the next following Common Scheduled Trading Day,

provided that if any such day is a Disrupted Day, the Averaging Date shall be determined in accordance with the provisions of Condition 15.1;

Common Scheduled Trading Day means, in respect of a Combination Basket, each day which is a Scheduled Trading Day for all the Combination Basket Components;

Common Valid Date means, in respect of a Combination Basket, a Common Scheduled Trading Day that is not a Disrupted Day for any Combination Basket Component and on which another Averaging Date does not or is deemed not to occur;

Determination Date means, in relation to any determination, each date or dates, if any, specified as such in the applicable Final Terms, **provided that** (i) if any such date is not a Scheduled Trading Day and/or (ii) if any Determination Date is a Disrupted Day, the relevant Determination Date shall be determined in accordance with the provisions of Condition 15.1, which shall apply *mutatis mutandis* as if such Determination Date were a Reference Date;

Determination Time means the time specified as such in the applicable Final Terms, or if no such time is specified, (a) the Scheduled Closing Time on the relevant Exchange in relation to each Underlying Share, ETF Interest, Equity Index or Dividend Futures Contract to be valued or (b) with respect to Bond Index, the time at which the level of each Bond Index is fixed in accordance with the methodology for such Bond Index. If the relevant Exchange closes prior to its Scheduled Closing Time and the specified Determination Time is after the actual closing time for its regular trading session, then the Determination Time shall be such actual closing time;

Disrupted Day, in respect of any Combination Basket Component which is:

(a) an Underlying Share, ETF Interest or an Index, has the meaning given to it in Condition 9; or

(b) a Dividend Futures Contract, has the meaning given to it in Condition 13;

Dividend Futures Contract means any Futures Contract that is specified in the applicable Final Terms as such;

ETF means (in respect of an ETF Interest) any exchange traded fund specified in the applicable Final Terms as an ETF;

ETF Interest means the share or other interest or unit of holding (including, without limitation, any debt security) issued to or held by an investor in an ETF, as identified in the applicable Final Terms;

Exchange, in respect of any Combination Basket Component which is:

(a) an Underlying Share, an ETF Interest or an Equity Index, has the meaning given to it in Condition 9; or

(b) a Dividend Futures Contract, has the meaning given to it in Condition 13;

Reference Cut-Off Date means, in respect of a Combination Basket and a Scheduled Reference Date, the date falling the Specified Number of Scheduled Trading Days or the Specified Number of Common

Scheduled Trading Days (as the case may be) following the Scheduled Reference Date, or if no such number is specified:

(a) if "Common Scheduled Trading Days and Common Disrupted Days" is specified to be applicable in the Final Terms, the eighth Common Scheduled Trading Day following such Scheduled Reference Date; or

(b) in any other case, the eighth Scheduled Trading Day following such Scheduled Reference Date;

Reference Date means, for the purposes of Condition 15.1, each Valuation Date specified in the applicable Final Terms, or otherwise, any date construed to be a Reference Date in accordance with the Conditions;

Relevant Underlying Value has the meaning given to it in such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms;

Scheduled Averaging Date means an original date (following any adjustment (if applicable) pursuant to paragraph (a) or (b) in the definition of "Averaging Date") that, but for such day being a Disrupted Day, would have been an Averaging Date;

Scheduled Closing Time means in respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange or Related Exchange on such Scheduled Trading Day, without regard to after-hours or any other trading outside of regular trading session hours;

Scheduled Reference Date means, for the purposes of Condition 15.1, any original date that, but for the occurrence of an event causing a Disrupted Day, would have been a Reference Date;

Scheduled Trading Day, in respect of any Combination Basket Component which is:

(a) an Underlying Share or an Index, has the meaning given to it in Condition 9; or

(b) a Dividend Futures Contract, has the meaning given to it in Condition 13;

Specified Number of Common Scheduled Trading Days means the number specified as such in the applicable Final Terms;

Specified Number of Scheduled Trading Days means the number specified as such in the applicable Final Terms;

Underlying Issuer means the entity that is the issuer of the Underlying Share specified in the applicable Final Terms;

Underlying Share means, in relation to a particular Series of Notes, a share specified as such in the applicable Final Terms (with the exception of a share of Morgan Stanley, MSI plc, MSBV, MSFL or MSESE or any legal entity belonging to the same group as Morgan Stanley, MSI plc, MSBV, MSFL or MSESE), or, in the case of a Share Basket Note, a share forming part of a basket of shares to which such Note relates;

Valid Date means a Scheduled Trading Day that is not a Disrupted Day and on which another Averaging Date in respect of the Reference Date does not, or is not deemed to, occur; and

Valuation Date means each date specified as such or specified as an Observation Date, Interest Determination Date, Barrier Observation Date, Determination Date, Strike Date, or Automatic Early Redemption Valuation Date in the applicable Final Terms, **provided that** if any such date is (i) not a Scheduled Trading Day and/or (ii) a Disrupted Day, the relevant Valuation Date shall be determined in accordance with the provisions of Condition 15.1.

16. REDEMPTION AND PURCHASE

16.1 *Scheduled Redemption*. Unless previously redeemed, or purchased and cancelled, and unless otherwise specified in the Conditions, (i) Cash Settlement Notes will be redeemed at their Final Redemption Amount on the Maturity Date and (ii) Physical Settlement Notes shall be redeemed by delivery of the Physical Delivery Amount on the Physical Settlement Date, subject as provided in Condition 18 (*Physical Settlement*), in each case in accordance with these Conditions (including any applicable provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms).

16.2 *Tax Redemption*. The Notes may be redeemed in whole (but not in part), at the option of the relevant Issuer at any time prior to maturity, upon the giving of a notice of redemption as described below not less than 10 Business Days prior to the date on which the Notes are to be redeemed, if the relevant Issuer determines, in its reasonable discretion, that it or the Guarantor is or will become required by law to make any withholding or deduction with respect to the Notes, as described in Condition 19 (*Taxation*). If the applicable Final Terms specify that:

16.2.1 **Par Redemption (Accrued)** shall apply in relation to any Series of Notes, the Notes shall be redeemed at an amount equal to the principal amount of the Notes, together with accrued interest (if any);

16.2.2 **Par Redemption (Accrued) Less Costs** shall apply in relation to any Series of Notes, the Notes shall be redeemed at an amount equal to the principal amount of the Notes, together with accrued interest (if any), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

16.2.3 "**Par Redemption (Unaccrued)**" shall apply in relation to any Series of Notes, the Notes shall be redeemed at an amount equal to the principal amount of the Notes, without any accrued interest;

16.2.4 "**Par Redemption (Unaccrued)" Less Costs** shall apply in relation to any Series of Notes, the Notes shall be redeemed at an amount equal to the principal amount of the Notes, without any accrued interest, less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

16.2.5 if "**Theoretical Value**" shall apply in relation to any Series of Notes, the Notes shall be redeemed at an amount equal to the fair market value of the Notes on the day that is two Business Days prior to the date of redemption of the Notes, as determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, by reference to factors that the Determination Agent considers relevant, including without limitation, the then (a) interest rates and, (b) the value of each embedded derivative; or

16.2.6 **Qualified Financial Institution Determination** shall apply in relation to any Series of Notes, the Notes shall be redeemed at an amount determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, as at such date as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 Business Days prior to the date fixed for redemption of the Notes) to be the amount that a Qualified Financial Institution would charge either to assume all of the Issuer's payment and other obligations with respect to such Notes as if no such Event of Default had occurred or to

undertake obligations that would have the effect of preserving the economic equivalent of any payment by the Issuer to the Noteholders with respect to the Notes;

16.2.7 if "**Early Redemption Amount (Tax Redemption) – Fair Market Value Less Costs**" is specified as being applicable in respect of the Notes in the applicable Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), less the proportion attributable to that Note of the reasonable cost to the Issuer and/or any Affiliate of, or the loss realised by the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

16.2.8 if "**Early Redemption Amount (Tax Redemption) - Fair Market Value**" is specified as being applicable in respect of the Notes in the applicable Final Terms, the fair market value of such Note, on such day as is selected by the Determination Agent in its reasonable discretion (provided that such day is not more than 15 days before the date fixed for redemption of the Note), as calculated by the Determination Agent in its reasonable discretion; or

16.2.9 if the Notes are Zero Coupon Notes, the Notes shall be redeemed at such amount as may be specified in the applicable Final Terms or, if applicable, determined in accordance with Condition 16.9 (*Early Redemption of Zero Coupon Notes*).

The Issuer will give notice of any tax redemption in accordance with Condition 26 (*Notices*).

16.3 Prior to the relevant Issuer giving notice of redemption under Condition 16.2 (*Tax Redemption*), it will deliver to the Fiscal Agent:

16.3.1 a certificate stating that it is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to its right to so redeem have occurred (the date on which that certificate is delivered to the Fiscal Agent is the **Redemption Determination Date**); and

16.3.2 an opinion of independent legal counsel of recognised standing to that effect based on the statement of facts.

Notice of redemption will be given not less than 10 Business Days prior to the date fixed for redemption. The date and the applicable redemption price will be specified in the notice.

16.4 *Redemption at the Option of the Issuer*: Subject to Condition 16.5 (*Model-Based Redemption*), if the Call Option is specified in the applicable Final Terms as being applicable, the Notes may be redeemed at the option of the Issuer in whole or, if so specified in the applicable Final Terms, in part on any Optional Redemption Date (Call) at the relevant Optional Redemption Amount (Call) on the Issuer's giving not less than the number of days' notice equal to the Minimum Notice Period nor more than the Maximum Notice Period to the Noteholders (which notice shall be irrevocable and shall oblige the Issuer to redeem the Notes specified in such notice on the relevant Optional Redemption Date (Call) at the Optional Redemption Amount (Call).

16.5 *Model-based Redemption*: Notwithstanding anything to the contrary in Condition 16.4 (*Redemption at the Option of the Issuer*), if Model-based Redemption is specified in the applicable Final Terms as being applicable, the Notes shall be redeemed by the Issuer in whole, but not in part, on any Model-based Redemption Date (Call) at the relevant Model-based Redemption Amount (Call), if, and only if, the output of the proprietary valuation model described below (the **Valuation Model**) indicates, in the Determination Agent's reasonable opinion, that it would be economically more rational for the Issuer to redeem the Notes than not, as specified in Condition 16.5.2 (*Model-based Redemption*).

The Model-based Redemption Amount (Call) will be specified in the relevant Final Terms and will be at least equal to Par, unless otherwise specified in the Final Terms. The redemption of the Notes will be without prejudice to the rights of Noteholders to receive any other payment accrued at the Model-based Redemption Date (Call) based on the terms of the Notes.

16.5.1 *Valuation Model*

The Valuation Model is a Morgan Stanley Group proprietary valuation model. The inputs of the Valuation Model are market data relevant for determining the amount payable by the Issuer under the terms of the Notes, in particular:

- reference market levels and volatilities for the relevant underlying assets, including forward looking predictions of their curves;
- valuations of the correlation of the underlying assets; and
- any relevant currency exchange rate.

The Valuation Model also utilises, as a fixed parameter, the credit spread of the Issuer (and the Guarantor, if applicable) taken at the Trade Date. The model is a quantitative model and is subject to internal approvals, controls and verifications to ensure it performs the relevant calculations systematically. No discretionary amendments can be made to the methodology of the Valuation Model.

On any given day, the Valuation Model calculates the financial opportunity cost for the Issuer to redeem the Notes on the relevant Model-based Redemption Date (Call).

16.5.2 *Model-based Redemption*

The Notes will be redeemed, in whole but not in part, on a Model-based Redemption Date (Call) if the output of the Valuation Model determined by the Determination Agent at any time on a day that is no earlier than three (3) Business Days before and no later than a Model-based Redemption Determination Cut-off Date (Call) (any such date a **Model-based Redemption Determination Date (Call)**) indicates, in the Determination Agent's reasonable opinion, that redeeming the Notes would be economically more rational for the Issuer than not redeeming the Notes. If so, the Issuer will notify Noteholders on the **Model-based Redemption Notice Date (Call),** which will not be less than five (5) Business Days' prior to the Model-based Redemption Date (Call), and Noteholders will be entitled to receive the Model-based Redemption Amount (Call).

An early redemption of the Notes will not automatically occur based solely on the performance of the underlying assets.

16.5.3 *Use of discretion*

The Determination Agent maintains discretion, which shall be exercised in good faith, in the interpretation of the outputs of the Valuation Model and on the date and time when such outputs are observed (provided that such date and time shall be no earlier than three (3) Business Days before and no later than a Model-based Redemption Determination Cut-off Date (Call)), and therefore maintains discretion with respect to the final decision to redeem the Notes.

16.6 *Partial Redemption*: If the Notes are to be redeemed in part only on any date in accordance with Condition 16.4 (*Redemption at the Option of the Issuer*), the redemption will be effected by reducing the nominal amount of all such Notes in a Series in proportion to the aggregate nominal amount redeemed by application of a pool factor.

16.7 *Automatic Partial Redemption*: If Automatic Partial Redemption is specified in the applicable Final Terms as being applicable, the Issuer shall, on a date specified in the applicable Final Terms (the **Automatic Partial Redemption Date**), redeem all Notes in part by reducing the nominal amount of all such Notes by an amount specified in the applicable Final Terms (the **Automatic Partial Redemption Amount**) (such amount, for the avoidance of doubt, to be paid in addition to the Interest Amount payable on the Automatic Partial Redemption Date). For the avoidance of doubt, the Coupon Amount and/or Redemption Amount will be calculated as from the Automatic Partial Redemption Date on such reduced nominal amount.

16.8 *Redemption at the Option of Noteholders.* If the Put Option is specified in the applicable Final Terms as being applicable, the Issuer shall, at the option of the holder of any Note redeem such Note on the Optional Redemption Date (Put) specified in the relevant Put Option Notice at the relevant Optional Redemption Amount (Put), together with interest (if any) accrued to such date.

In order to exercise the option contained in Condition 16.8 (*Redemption at the Option of Noteholders*) the holder of a Note must, not less than 30 nor more than 60 days before the relevant Optional Redemption Date (Put) (i) deposit with any Paying Agent at its specified office a duly completed Put Option Notice in the form obtainable from any Paying Agent and (ii) transfer, or cause to be transferred, the Notes to be redeemed to the account of the Paying Agent specified in the Put Notice

Notwithstanding the foregoing, the right to require redemption of such Notes must be exercised in accordance with the rules and procedures of the Relevant Clearing System and if there is any inconsistency between the above and the rules and procedures of the Relevant Clearing System, then the rules and procedures of the Relevant Clearing System shall prevail.

16.9 *Early Redemption of Zero Coupon Notes*: Notwithstanding anything contrary in the Conditions, unless a different Redemption Amount is specified in the applicable Final Terms, the Redemption Amount payable on redemption of a Zero Coupon Note at any time before the Maturity Date shall be an amount equal to the product of:

16.9.1 If "**Compounded**" is specified in the applicable Final Terms, (a) the Calculation Amount of such Zero Coupon Note and (b) the percentage produced by the following formula:

$$\text{Reference Price} \times (1 + \text{Accrual Yield})^{n}$$

16.9.2 If "**Linear**" is specified in the applicable Final Terms, (a) the Calculation Amount of such Zero Coupon Note and (b) the percentage produced by the following formula:

$$\text{Reference Price} + \text{Reference Price} \times n \times \text{Accrual Yield}$$

In each case, where "n" means the numbers of years from (and including) the Issue Date (or such other date as may be specified in the applicable Final Terms as the "Accrued Value Commencement Date ") to (but excluding) the date fixed for redemption or (as the case may be) the date upon which the Note becomes due and payable and where such calculation is to be made for a period which is not a whole number of years, the calculation in respect of the period of less than a full year shall be made on the basis of such Day Count Fraction as may be specified in the applicable Final Terms for the purposes of this Condition 16.9 (*Early Redemption of Zero Coupon Notes*) or, if none is so specified, a Day Count Fraction of 30/360.

16.10 *Purchase*: Morgan Stanley, MSIP, MSBV, MSFL, MSESE or any of their respective Subsidiaries may at any time purchase Notes in the market or otherwise and at any price.

16.11 *Cancellation*: All Notes so redeemed shall, and all Notes so purchased by the Issuer may, at the reasonable discretion of the relevant Issuer, be cancelled or retained in accordance with all applicable

and regulations and in particular the laws and regulations of the jurisdiction of incorporation of the Issuer (*lex societatis*). All Notes so redeemed or purchased and that the Issuer has decided to cancel will be cancelled by transfer to an account in accordance with the rules and procedures of Euroclear France and, if so transferred, shall, together with all Notes redeemed by the relevant Issuer be cancelled forthwith (together with all rights relating to payment of interest and other amounts relating to such Notes). Any Notes so cancelled or, where applicable, transferred for cancellation may not be reissued or resold and the obligations of the relevant Issuer in respect of any such Notes shall be discharged.

16.12 *Automatic Early Redemption Event*

Capitalised terms not defined herein shall have the meanings given to them in (i) the applicable provisions of the Additional Terms and Conditions, or, if no such provisions are applicable, (ii) these Conditions.

If "Automatic Early Redemption Event" is specified as applicable in the Final Terms, then, subject to any applicable provisions of the Additional Terms and Conditions, unless previously redeemed or purchased and cancelled, if on any Automatic Early Redemption Valuation Date the 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 in the Specified Currency specified in the applicable Final Terms equal to the relevant Automatic Early Redemption Amount.

Definitions

In these conditions:

Automatic Early Redemption Amount means (a) an amount in the Specified Currency determined in accordance with the applicable provisions (if any) of the Additional Terms and Conditions, or, if no such provisions are applicable (b) an amount in the Specified Currency (if any) specified as such in the applicable Final Terms or if neither (a) nor (b) applies, (c) an amount equal to the product of (i) the denomination of each Note and (ii) the relevant Automatic Early Redemption Rate relating to that Automatic Early Redemption Date.

Automatic Early Redemption Date means each date specified as such in the applicable Final Terms or if such date is not a Business Day, the next following Business Day, and no Noteholder shall be entitled to any interest or further payment in respect of such delay.

Automatic Early Redemption Event means, unless otherwise defined in such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms (i) in case of a series of Securities-Linked Notes, Currency-Linked Notes, Fund-Linked Notes, Inflation-Linked Notes, Futures Contract-Linked Notes or Rate-Linked Notes, that the Relevant Underlying Value is, and (ii) in the case of a Series of Fixed Rate Notes which are Barrier Notes, Floating Rate Notes, Fixed to Floating Rate Notes or Floating to Fixed Rate Notes (each as defined in Section 8 (*Fixed Rate Notes and/or Floating Rate Notes*) of the Additional Terms and Conditions), the Cumulative Interest Amount is, in each case as of the Determination Time on any Automatic Early Redemption Valuation Date, (A) "greater than", (B) "greater than or equal to", (C) "less than", (D) "less than or equal to" or (E) "equal to" the Automatic Early Redemption Level, as specified in the Final Terms;

Automatic Early Redemption Level means, (i) in relation to a Series of Securities-Linked Notes, Currency-Linked Notes, Fund-Linked Notes, Inflation-Linked Notes, Futures Contract-Linked Notes or Rate-Linked Notes, unless otherwise defined in the applicable provisions of the Additional Terms and Conditions the level of the Index, Inflation Index, the exchange rate of the Currency Pair or the price of the ETF Interest, Underlying Share, Fund Interest or the Futures Contract or the relevant Underlying Rate, as applicable, specified as such in the applicable Final Terms, subject to adjustment

from time to time in accordance with the provisions of these Conditions , and (ii) in relation to a Series of Fixed Rate Notes which are Barrier Notes, Floating Rate Notes, Fixed to Floating Rate Notes or Floating to Fixed Rate Notes (each as defined in Section 8 (*Fixed Rate Notes and/or Floating Rate Notes*) of the Additional Terms and Conditions), the value (which may be expressed as a value or percentage per Calculation Amount) specified as such in the applicable Final Terms.

Automatic Early Redemption Rate means, in respect of any Automatic Early Redemption Date, the rate specified as such in the applicable Final Terms or, if no such rate is specified, 100 per cent.

Automatic Early Redemption Valuation Date means, (i) in relation to a Series of Fixed Rate Notes which are Barrier Notes, Floating Rate Notes, Fixed to Floating Rate Notes or Floating to Fixed Rate Notes (each as defined in Section 8 (*Fixed Rate Notes and/or Floating Rate Notes*) of the Additional Terms and Conditions), each date specified as such in the applicable Final Terms, and (ii) in relation to a Series of Securities-Linked Notes, Currency-Linked Notes, Fund-Linked Notes, Inflation-Linked Notes, Futures Contract-Linked Notes or Rate-Linked Notes each date specified as such in the applicable Final Terms, **provided that** (i) if such date is not a Scheduled Trading Day, the relevant Automatic Early Redemption Valuation Date shall (A) in the case of Currency-Linked Notes, fall on the next succeeding Scheduled Trading Day; (B) in the case of Securities-Linked Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day; (C) in the case of Fund-Linked Notes, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Fund Business Day; (D) in the case of Futures Contract-Linked Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day or (E) in the case of Combination Basket Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day, and (ii) if, in the opinion of the Determination Agent, any such day is (x) in the case of Securities-Linked Notes, Fund-Linked Notes, Futures Contract-Linked Notes or Combination Basket Notes, a Disrupted Day, the provisions of Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*) or 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) shall apply *mutatis mutandis* as if such Automatic Early Redemption Valuation Date were a Reference Date; or (y) in the case of Currency-Linked Notes, a day on which a Currency Disruption Event occurs or is continuing, the provisions of Condition 10.4 (*Currency Disruption Fallbacks*) shall apply *mutatis mutandis* as if such Automatic Early Redemption Valuation Date were a Valuation Date.

Cumulative Interest Amount means, in relation to a Series of Fixed Rate Notes which are Barrier Notes, Floating Rate Notes, Fixed to Floating Rate Notes or Floating to Fixed Rate Notes (each as defined in Section 8 (*Fixed Rate Notes and/or Floating Rate Notes*) of the Additional Terms and Conditions) and any Automatic Early Redemption Valuation Date, the sum, per Calculation Amount, as calculated by the Determination Agent, of (i) all Interest Amounts paid up to and including the Interest Payment Date preceding the relevant Automatic Early Redemption Valuation Date plus (ii) the Interest Amount due to be paid on the Interest Payment Date, if any, falling on the immediately succeeding Automatic Early Redemption Date.

16.13 *Lifetime Coupon Trigger Automatic Early Redemption*

If "Lifetime Coupon Trigger Automatic Early Redemption" is specified as applicable in the applicable Final Terms, then (unless the Notes have been previously redeemed or purchased and cancelled in

accordance with the Conditions), if on any relevant Automatic Early Redemption Valuation Date the Total Aggregate Coupon Amount is equal to or greater than the Cumulative Coupon Target Level specified in the applicable Final Terms, the Issuer shall redeem the Notes on the immediately following Automatic Early Redemption Date at the Automatic Early Redemption Amount (together with any accrued and unpaid Coupon Amounts) for such Automatic Early Redemption Valuation Date being an amount per Calculation Amount determined by the Calculation Agent in accordance with the following formula:

$$\text{Automatic Early Redemption Amount} = \text{Autocall Early Redemption Rate x Calculation Amount}$$

Where:

Aggregate Coupon Amount means, in respect of Note and an Automatic Early Redemption Valuation Date, the sum of all Coupon Amounts paid by the Issuer or capitalised, in each case, with respect to any Interest Determination Date falling prior to the relevant Automatic Early Redemption Valuation Date;

Automatic Early Redemption Date means each date specified as such in the applicable Final Terms;

Autocall Early Redemption Rate means the percentage rate specified as such in the applicable Final Terms and, if different rates are so specified for different Automatic Early Redemption Valuation Dates, the percentage rate so specified for the relevant Automatic Early Redemption Valuation Date;

Automatic Early Redemption Valuation Date means each date specified as such in the applicable Final Terms, subject to adjustment in accordance with Condition 16.12 (*Automatic Early Redemption Event*);

Cumulative Coupon Target Level means, in respect of each Note, an amount determined in accordance with the following formula:

Nominal Amount x Lifetime Coupon Trigger

Lifetime Coupon Trigger means a percentage, as specified in the relevant applicable Final Terms.

Total Aggregate Coupon Amount means, in respect of each Note and an Automatic Early Redemption Valuation Date, the sum of (i) the Aggregate Coupon Amount and (ii) the Coupon Amount that is due to be paid or is capitalised, as applicable, with respect to the Interest Determination Date falling on such Automatic Early Redemption Valuation Date.

For the avoidance of doubt, if so specified in the applicable Final Terms, this Condition is applicable to Rate-Linked Notes as well as for all categories of Notes referred to in Section 8 (*Fixed Rate Notes and/or Floating Rate Notes*) of the Additional Terms and Conditions.

17. PAYMENTS

For the purposes of this Condition 17 (*Payments*), references to payment of principal and/or interest and other similar expressions will, where the context so admits, be deemed also to refer to transfer of any Physical Delivery Amount.

17.1 *Payments in relation to the Notes*

Payments of principal and interest in respect of Notes shall (in the case of Notes in bearer dematerialised form or administered registered form) be made by transfer to the account (denominated in the relevant currency) of the relevant Euroclear France Account Holders for the benefit of the Noteholders and (in the case of Notes in fully registered form) to accounts (denominated in the relevant currency) with a Bank designated by the Noteholders. All payments validly made to such accounts of such Euroclear

France Account Holders or Noteholders will be an effective discharge of the Issuer in respect of such payments.

If the date for payment of any amount in respect of any Note is not a Payment Business Day, the holder thereof shall instead be entitled to payment: (i) on the next following Payment Business Day in the relevant place, if "Following Payment Business Day" is specified in the applicable Final Terms; or (ii) on the next following Payment Business Day in the relevant place, unless the date for payment would thereby fall into the next calendar month, in which event such date for payment shall be brought forward to the immediately preceding Payment Business Day in the relevant place, if "Modified Following Payment Business Day" is specified in the applicable Final Terms; provided that if neither "Following Payment Business Day" nor "Modified Following Payment Business Day" is specified in the applicable Final Terms, "Following Payment Business Day" shall be deemed to apply. In the event that any adjustment is made to the date for payment in accordance with this Condition 17 (*Payments*), the relevant amount due in respect of any Note shall not be affected by any such adjustment. For these purposes, unless otherwise specified in the applicable Final Terms, Payment Business Day means a day (other than a Saturday or a Sunday) (A) on which Euroclear France is open for business, (B) in such jurisdictions as shall be specified as Additional Business Centres in the relevant Final Terms and (C) (i) in the case of a payment in euro, on which the T2 system is open or (ii) in the case of a payment in a currency other than euro, where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency.

Each payment under the Notes shall be made to the benefit of the person registered as the Noteholder in the records of any Relevant Clearing System at midnight, Paris time, on the Clearing System Business Day preceding the due date of the concerned payment or on any other date as may be specified as such in the applicable Final Terms (the **Record Date**).

Clearing System Business Day means a day on which each Relevant Clearing System through which rights in the Notes are held is open for the normal course of its business.

17.2 *Unavailability of Currency.*

If the Specified Currency is not available to the Issuer for making payments of principal of, and premium, interest and/or additional amounts, if any, on any Note (whether due to the imposition of exchange controls or other circumstances beyond the control of the Issuer, or if the Specified Currency is no longer used by the government of the country issuing that currency or by public institutions within the international banking community for the settlement of transactions), the Issuer may satisfy its obligations to Noteholders by making payments on the date of payment in U.S. Dollars on the basis of the prevailing exchange rate on the date of the payment or of the most recent practicable date, such rate being based on the highest bid quotation in The City of New York received by the Exchange Rate Agent at approximately 11:00 a.m., New York City time, on the second Business Day preceding the applicable payment date from three recognised foreign exchange dealers for the purchase by the quoting dealer:

17.2.1 of the Specified Currency for U.S. Dollars for settlement on the payment date;

17.2.2 in the aggregate amount of the Specified Currency payable to those holders or beneficial owners of Notes; and

17.2.3 at which the applicable dealer commits to execute a contract.

If those bid quotations are not available, the Exchange Rate Agent will determine the Market Exchange Rate at its reasonable discretion. All determinations by the Exchange Rate Agent will, in the absence of manifest error, be conclusive for all purposes and binding on the Issuer, the Guarantor (if applicable) and the Noteholders. The Exchange Rate Agent will be Morgan Stanley & Co. International plc, unless

otherwise noted in the applicable Final Terms. If the Exchange Rate Agent is not an affiliate of Morgan Stanley, it may be one of the dealers providing quotations.

Any payment made in U.S. Dollars on the basis of the prevailing exchange rate where the required payment is in an unavailable Specified Currency will not constitute an Event of Default.

The foregoing provisions do not apply if a Specified Currency is unavailable because it has been replaced by the euro. If the euro has been substituted for a Specified Currency, the Issuer may (or will, if required by applicable law) without the consent of the holders of the affected Notes, pay the principal of, premium, if any, or interest, if any, on any Note denominated in the Specified Currency in euro instead of the Specified Currency, in conformity with legally applicable measures taken pursuant to, or by virtue of, the Treaty. Any payment made in U.S. Dollars or in euro as described above where the required payment is in an unavailable Specified Currency will not constitute an Event of Default.

18. PHYSICAL SETTLEMENT

18.1 *Delivery Notice*

18.1.1 Each Noteholder in respect of Physical Settlement Notes, shall, on or before the scheduled date for redemption thereof (or such earlier date as the Issuer shall notify to the Fiscal Agent and the Noteholders is, in its determination, necessary for the Issuer, the Fiscal Agent and/or the Relevant Clearing System(s) to perform their respective obligations hereunder), arrange for the Euroclear France Account Holder through which its Notes are held to (i) deliver on its behalf to the Principal Paying Agent an irrevocable notice (the **Delivery Notice**) in the form set out in the Agency Agreement and (ii) simultaneously transfer the relevant Notes to the Euroclear France account of the Principal Paying Agent.

18.1.2 The Delivery Notice shall:

(i) specify the name, address and contact telephone number of the relevant Noteholder and the person from whom the Issuer may obtain details for the delivery of the Underlying Securities;

(ii) specify the number of Notes which are the subject of such Delivery Notice;

(iii) confirm the irrevocable instruction given to the Euroclear France Account Holder through which the relevant Notes are held to immediately transfer such Notes to the Euroclear France account of the Principal Paying Agent;

(iv) contain a representation and warranty from the Noteholder to the effect that the Notes to which the Delivery Notice relates are free from all liens, charges, encumbrances and other third party rights;

(v) specify the number and account name of the account at the Clearing System(s) or bank to be credited with the Physical Delivery Amount;

(vi) specify an account to which dividends (if any) payable pursuant to this Condition 18 or any other cash amounts are being payable are to be paid;

(vii) certify that the beneficial owner of each Note is not a U.S. person (as defined in the Delivery 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;

(viii) contain an irrevocable undertaking to pay the Redemption Expenses and (to the extent payable but unpaid) Taxes (if any) which, in each case, are determined by the Issuer to be payable and an irrevocable instruction to the Relevant Clearing System(s) or bank to debit on or after the Physical Settlement Date the cash or other account of the Noteholder with the Relevant Clearing System(s) or bank specified in the Delivery Notice with such Redemption Expenses and Taxes; and

(ix) authorise the production of the Delivery Notice in any applicable administrative or legal proceedings.

18.1.3 A Delivery Notice, once delivered to the Principal Paying Agent shall be irrevocable and may not be withdrawn without the consent in writing of the Issuer. A Noteholder may not transfer any Note which is the subject of a Delivery Notice following delivery of such Delivery Notice to the Principal Paying Agent. A Delivery Notice shall only be valid to the extent that the Principal Paying Agent has not received conflicting prior instructions in respect of the Notes which are the subject of the Delivery Notice.

18.1.4 Failure to properly complete and deliver a Delivery 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 shall be made by the Principal Paying Agent and shall be conclusive and binding on the Issuer and the Noteholder.

18.1.5 If a Noteholder fails to have a Delivery Notice delivered, on its behalf as provided herein to the Principal Paying Agent, on or before the scheduled date for redemption of the relevant Notes, then the Physical Delivery 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 Physical Settlement 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 Physical Settlement Date falling after the Maturity Date.

18.1.6 Following receipt of the Delivery Notice and the relevant Notes into its Euroclear France account, the Principal Paying Agent shall promptly, on the Business Day following receipt of such notice, send a copy of the Delivery Notice to the Issuer or such person as the Issuer may previously have specified.

18.2 *Delivery Obligation*

18.2.1 Subject to the other provisions of this Condition 18.2 (*Delivery Obligation*), the Issuer shall discharge its obligation to deliver the Physical Delivery Amount in respect of any Notes by delivering, or procuring the delivery of, the relevant Underlying Securities on the Physical Settlement Date to the Clearing System for credit to the account with the Clearing System specified in the Delivery Notice of the relevant Noteholder.

18.2.2 The number of Underlying Securities to be delivered to or for the account of each Noteholder on redemption of any Physical Settlement Notes shall be as determined in accordance with such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms. The Issuer may pay a residual cash amount to each Noteholder representing any fractions of Underlying Securities comprising the Physical Delivery Amount.

18.2.3 After delivery to or for the account of a Noteholder of the relevant Physical Delivery Amount and for such period of time as the transferor or its agent or nominee shall continue to be registered in any clearing system as the owner of the Underlying Securities comprised in such Physical Delivery Amount (the **Intervening Period**), none of such transferor or any agent or

nominee for the Issuer or such transferor shall (i) be under any obligation to deliver to such Noteholder or any other person any letter, certificate, notice, circular, dividend or any other document or payment whatsoever received by the Issuer or such transferor, agent or nominee in its capacity as holder of such Underlying Securities, (ii) be under any obligation to exercise any rights (including voting rights) attaching to such Underlying Securities during the Intervening Period, or (iii) be under any liability to such Noteholder or any other person in respect of any loss or damage which the Noteholder or any other person may sustain or suffer as a result, whether directly or indirectly, of the Issuer or such transferor, agent or nominee being registered in the Clearing System during such Intervening Period as legal owner of such Underlying Securities.

18.2.4 Any amounts in respect of dividends and interest on the Underlying Securities comprising the Physical Delivery Amount to be delivered will be payable to the party that would receive such amounts according to market practice for a sale of such Underlying Securities executed on the Exchange Business Day following the Determination Date in respect of the Notes. Any such amounts will be paid to or for credit to the account specified by the Noteholder in the relevant Delivery Notice. No right to dividends or interest on the Underlying Securities will accrue to Noteholders prior to the Determination Date.

18.3 *Settlement Disruption of Physical Settlement*

18.3.1 This Condition 18.3 (*Settlement Disruption of Physical Settlement*) shall apply only where Physical Settlement is applicable.

18.3.2 The Determination Agent shall determine, acting in good faith and a commercially reasonable manner, whether or not at any time a Settlement Disruption Event has occurred in respect of Underlying Securities comprised in the Physical Delivery Amount (the **Affected Securities**) and where it determines such an event has occurred and so has prevented delivery of such Affected Securities on the original day that but for such Settlement Disruption Event would have been the Physical Settlement Date, then the Physical Settlement Date will be the first succeeding day on which delivery of such Affected Securities can take place through the Clearing System unless a Settlement Disruption Event prevents settlement on each of the 10 Clearing System Business Days immediately following the original date that, but for the Settlement Disruption Event, would have been the Physical Settlement Date. In that case, (a) if such Affected Securities can be delivered in any other commercially reasonable manner, then the Physical Settlement Date will be the first day on which settlement of a sale of such Affected Securities executed on that 10th Clearing System Business Day customarily would take place using such other commercially reasonable manner of delivery (which other manner of delivery will be deemed the Clearing System for the purposes of delivery of such Affected Securities), and (b) if such Affected Securities cannot be delivered in any other commercially reasonable manner, then the Physical Settlement Date will be postponed until delivery can be effected through the Clearing System or in any other commercially reasonable manner. For the avoidance of doubt any such postponement shall not constitute a default by the Issuer.

18.3.3 For so long as delivery of the Underlying Securities in respect of any Note is not practicable by reason of a Settlement Disruption Event, then instead of physical settlement, and notwithstanding any other provision hereof or any postponement of the Physical Settlement Date, the Issuer may elect in its reasonable discretion by taking into consideration capital market practice and by acting in good faith to satisfy its obligations in respect of the relevant Note by payment to the relevant Noteholder of the Disruption Cash Settlement Price not later than on the third Business Day following the date that the notice of such election is given to the Noteholders in accordance with Condition 26 (*Notices*). Payment of the Disruption Cash Settlement Price will be made in such manner as shall be notified to the Noteholders in accordance with Condition 26 (*Notices*).

18.3.4 For the purposes hereof:

(i) **Settlement Disruption Event** means, as determined by the Determination Agent acting in good faith and a commercially reasonable manner, an event which is beyond the control of the Issuer or the transferor of any relevant Underlying Securities and as a result of which the Clearing System cannot receive or clear the transfer of such Underlying Securities; and

(ii) **Disruption Cash Settlement Price** means in respect of each Note an amount determined by the Determination Agent acting in good faith and in a commercially reasonable manner reflecting the fair market value of the Notes less the cost to the Issuer and/or any of its Affiliates of unwinding any Relevant Underlying related hedging arrangements and by taking into consideration the value of the relevant Underlying Securities which would have been delivered.

18.4 *Delivery Disruption of Physical Settlement*

18.4.1 This Condition 18.4 (*Delivery Disruption of Physical Settlement*) shall apply only where Physical Settlement is applicable.

18.4.2 If the Determination Agent determines, acting in good faith and a commercially reasonable manner, that a Delivery Disruption Event has occurred, the Determination Agent shall notify the Issuer who shall promptly, and in any event not more than 15 Business Days after the Issuer has received such notification from the Determination Agent, notify the Noteholders, and the Issuer will then deliver, or procure the delivery of, on the Physical Settlement Date such number of Underlying Securities comprised in the Physical Delivery Amount (if any) as it can deliver, or procure the delivery of, on that date and pay such amount as in the opinion of the Determination Agent is appropriate in the circumstances by way of compensation for the non-delivery of the remainder of the Underlying Securities comprised in the Physical Delivery Amount (assuming satisfaction of each applicable condition precedent) to which the Noteholders would have been entitled under the Notes but for the occurrence of such Delivery Disruption Event, in which event the entitlements of the respective Noteholders to receive Underlying Securities on redemption shall cease and the Issuer's obligations under the Notes shall be satisfied in full upon delivery of such number of Underlying Securities and payment of such amount.

18.4.3 Where this Condition 18.4 (*Delivery Disruption of Physical Settlement*) is applicable in accordance with its terms, insofar as the Determination Agent determines to be practical, acting in good faith and a commercially reasonable manner, the same shall be applied as between the Noteholders on a *pro rata* basis, but subject to such rounding down (whether of the amount of a payment or of a number of Underlying Securities to be delivered) and also to such other adjustments as the Determination Agent, acting in good faith and a commercially reasonable manner, determines to be appropriate to give practical effect to such provisions.

18.4.4 For the purposes hereof **Delivery Disruption Event** means, as determined by the Determination Agent, acting in good faith and a commercially reasonable manner, the failure or inability, due to illiquidity in the market for the Underlying Securities comprised in the Physical Delivery Amount, by or of the Issuer to deliver, or procure the delivery of, on the Physical Settlement Date all the Underlying Securities comprised in the Physical Delivery Amount to be delivered on that date.

18.5 *Additional Definitions:*

For the purposes of this Condition 18 (Physical Settlement):

Clearing System means, in respect of an Underlying Security relating to a Physical Settlement Note, the clearing system specified as such for such security in the applicable Final Terms or any successor to such clearing system as determined by the Determination Agent. If the Final Terms do not specify a clearing system, the Clearing System will be the principal domestic system customarily used for settling trades in the relevant Underlying Securities. If the Clearing System ceases to settle trades in such Underlying Securities, the Determination Agent will, acting in good faith and in a commercially reasonable manner, select another method of delivery;

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

Physical Delivery Amount means in respect of any Series of Physical Settlement Notes, the Underlying Securities to be delivered by the Issuer to Noteholders on redemption of each Note, as determined in accordance with such provisions of the Additional Terms and Conditions as are specified as being applicable in the applicable Final Terms;

Physical Settlement Date means, in relation to Underlying Securities to be delivered, subject to Condition 18.3 (*Settlement Disruption of Physical Settlement*), in respect of any Notes, the date following the Maturity Date or any other applicable redemption date, as the case may be, which is the first day on which settlement of a sale of such Underlying Securities executed on that Maturity Date or other redemption date, as the case may be, customarily would take place through the applicable Clearing System, unless otherwise specified in the applicable Final Terms; and

Settlement Disruption Event has the meaning given to it in Condition 18.3 (*Settlement Disruption of Physical Settlement*).

19. TAXATION

19.1 *Withholding tax*: All payments of principal and interest by the Issuers and the Guarantor in respect of the Notes shall be made free and clear of, and without withholding or deduction for any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by any jurisdiction or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law or agreement with such taxing authority.

19.2 *No gross-up:* None of the Issuer or the Guarantor shall be required to make any additional payments on account of any such withholding or deduction.

19.3 *Implementation of Financial Transaction Tax:* If **Implementation of Financial Transaction Tax Event** is specified in the applicable Final Terms to be applicable to any Series of Notes, then upon the occurrence of an Implementation of Financial Transaction Tax Event, the Issuer may (i) in its reasonable discretion, with immediate effect amend the Conditions of the Notes by adjusting downward any amount payable and/or any other value or term of the Conditions to account for the economic impact of the Implementation of Financial Transaction Tax on the Issuer and its Affiliates in relation to the Notes, and (ii) to the extent that at any time thereafter the Issuer determines (acting in good faith and in a commercially reasonable manner) that it (including its Affiliates) has incurred additional loss as a result of the Implementation of Financial Transaction Tax Event that has not been accounted for through the adjustment made pursuant to sub-paragraph (i) (such amount, **Additional Increased Tax**), it may reduce the amount otherwise payable on the Notes on the next payment date (and any payment date thereafter) by an amount up to the Additional Increased Tax amount. Any such adjustments shall be notified to Noteholders as soon as reasonably practicable and in any event within 15 Business Days of such adjustments having been made. If an event or circumstance which would otherwise constitute a Change in Law or Increased Cost of Hedging (where applicable) also constitutes an Implementation of Financial Transaction Tax Event, it will be treated as an Implementation of Financial Transaction Tax Event.

20. EVENTS OF DEFAULT

If any of the following events (each, an **Event of Default**) occurs and is continuing:

20.1 *Non-payment*: in the case of Morgan Stanley Notes, Morgan Stanley or, in the case of MSIP Notes, MSIP or, in the case of MSBV Notes, either MSBV or the Guarantor or, in the case of MSFL Notes, either MSFL or the Guarantor, or, in the case of MSESE Notes, MSESE, fails to pay any amount of principal in respect of the Notes within thirty days of the due date for payment thereof or fails to pay any amount of interest in respect of the Notes within thirty days of the due date for payment thereof; or

20.2 *Insolvency, etc.*: (i) the Issuer becomes insolvent or is unable to pay its debts as they fall due, (ii) an administrator or liquidator of the Issuer or the whole or a substantial part of the undertaking, assets and revenues of the Issuer is appointed (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent), (iii) the Issuer takes any action for a composition with or for the benefit of its creditors generally, or (iv) an order is made or an effective resolution is passed for the winding up, liquidation or dissolution of the Issuer (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent) and, such order or effective resolution has remained in force and has not been rescinded, revoked or set aside for sixty days after the date on which such order is made or effective resolution is passed,

then Noteholders of not less than 25 per cent. in aggregate principal amount of the Notes may, by written notice addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, declare the Notes to be immediately due and payable, whereupon they shall become so due and payable at their Early Redemption Amount without further action or formality. Notice of any such declaration shall promptly, and in any event not more than 10 Business Days after such declaration is made, be given to the Noteholders.

In the case of MSBV Notes and MSFL Notes, nothing herein contained shall be deemed to authorise any Noteholder to exercise any remedy against the Issuer or the Guarantor solely as a result of, or because it is related directly or indirectly to, the insolvency of the Guarantor or the commencement of any proceedings relative to the Guarantor under Title 11 of the United States Bankruptcy Code, or the appointment of a receiver for the Guarantor under Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 or the commencement of any other applicable federal or state bankruptcy, insolvency, resolution or other similar law, or solely as a result of, or because it is related directly or indirectly to, a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official having been appointed for or having taken possession of the Guarantor or its property, or solely as a result of, or because it is related directly or indirectly to, the institution of any other comparable judicial or regulatory proceedings relative to the Guarantor, or to the creditors or property of the Guarantor. Notwithstanding the foregoing, Noteholders are authorised to exercise any remedy against the relevant Issuer as a result of an Event of Default described in Condition 20.2.

21. ILLEGALITY AND REGULATORY EVENT

21.1 The Issuer shall have the right to redeem the Notes early (at the amount specified in the applicable Final Terms), if it shall have determined that:

(a) its performance thereunder, or, if applicable, the Guarantor's performance of its obligation under the Guarantee, shall have become or will be unlawful in whole or in part as a result of compliance in good faith by the Issuer, or, if applicable, the Guarantor, with any applicable present or future law, rule, regulation, judgment, order or directive of any governmental, administrative, legislative or judicial authority or power (**applicable law**) (an **Illegality Event**); or

(b) in respect of Notes issued by MSBV only, a Regulatory Event has occurred.

21.2 Subject to the conditions set out in Condition 21.1 above, if the Issuer determines that the Notes shall be redeemed early in accordance with this Condition 21, the Issuer shall give not less than five Business Days' notice to the Noteholders informing them that either an Illegality Event or, in respect of Notes issued by MSBV only, a Regulatory Event, as applicable, has occurred, as a result of which the Notes shall be redeemed early on the date specified for redemption in such notice. In such circumstances the Issuer will, if and to the extent permitted by applicable law, pay to each Noteholder in respect of each Note held by such Noteholder an amount determined by the Determination Agent, in reasonable discretion, as representing either:

(i) if "Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Accrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any);

(ii) if "Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Accrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, together with accrued interest (if any), less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(iii) if "Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Unaccrued)" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest;

(iv) if "Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Unaccrued) Less Costs" is specified in the applicable Final Terms, an amount per Calculation Amount (expressed as a percentage) as specified in the applicable Final Terms, without any accrued interest, less the reasonable cost to and/or the loss realised by, the Issuer and/or any Affiliate on unwinding any related hedging arrangements, in each case as calculated by the Determination Agent in its reasonable discretion;

(v) the fair market value of such Note immediately prior to such redemption (ignoring such Illegality Event or Regulatory Event) less the cost to the Issuer (or its Affiliates) of, or the loss realised by the Issuer (or its Affiliates) on, unwinding any related underlying hedging arrangements, the amount of such cost or loss being as determined by the Determination Agent in its reasonable discretion, if "Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value Less Costs" is specified in the Final Terms;

(vi) the fair market value of such Note immediately prior to such redemption (ignoring such Illegality Event or Regulatory Event), if "Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value" is specified in the Final Terms; or

(vii) the Calculation Amount of such Note, if "Early Redemption Amount (Illegality and Regulatory Event) – Par" is specified in the Final Terms; or

(viii) if the Notes are Zero Coupon Notes, such amount as may be specified in the applicable Final Terms or, if applicable, determined in accordance with Condition 16.9 (*Early Redemption of Zero Coupon Notes*).

21.3 The Issuer's obligations under the Notes shall be satisfied in full upon payment in respect of each Note of the amount determined by the Determination Agent to be payable in accordance with the provisions above, based on the elections made in the applicable Final Terms.

21.4 The Issuer shall also, as soon as reasonably practicable under the circumstances and in any event within 15 Business Days of such event occurring, notify the Fiscal Agent and the Determination Agent of the occurrence of an Illegality Event or, in respect of Notes issued by MSBV only, a Regulatory Event, as applicable.

22. PRESCRIPTION

Any action against an Issuer for payment of amounts due under the Notes shall be prescribed and become void unless made within ten (10) years (in the case of principal) or five (5) years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 2.1).

23. AGENTS

23.1 In acting under the Agency Agreement and in connection with the Notes, the Agents act solely as agents of the Issuer and do not assume any obligations towards or relationship of agency or trust for or with any of the Noteholders. All calculation and determination functions required of the relevant Agent may be delegated to such persons as the relevant Agent may decide and all notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the Notes by the Agents or the Issuer shall (in the absence of manifest error or wilful misconduct) be binding on the Issuer and the Noteholders and (subject as aforesaid) no liability to the Noteholders (or any of them) shall attach to the Agents or the Issuer in connection with the exercise or non-exercise by any of them of their powers, duties and discretions for such purposes.

23.2 The initial Agents and their initial Specified Office are listed below on the inside back cover of this Base Prospectus. The initial Calculation Agent is the Fiscal Agent. The Issuer reserves the right at any time to vary or terminate the appointment of any Agent and to appoint a successor Fiscal Agent or Calculation Agent and additional or successor paying agents; **provided**, **however**, **that**:

23.2.1 there shall at all times be a Fiscal Agent appointed in respect of the Notes;

23.2.2 if a Calculation Agent is specified in the applicable Final Terms, the Issuer shall at all times maintain a Calculation Agent; and

23.2.3 if and for so long as the Notes are admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system which requires the appointment of a Paying Agent in any particular place, the Issuer shall maintain a Paying Agent having its Specified Office in the place required by such listing authority, stock exchange and/or quotation system

Notice of any change in any of the Paying Agents or in their Specified Offices shall promptly, and in any event not more than 15 Business Days after any such change has been confirmed, be given to the Noteholders in accordance with Condition 26 (*Notices*).

23.3 Notwithstanding any provision to the contrary, the Determination Agent shall act as an expert and not as an agent for the Issuer or the Noteholders. All determinations, considerations and decisions made by the Determination Agent shall, in the absence of manifest error, wilful default or bad faith, be final and conclusive and the Determination Agent shall have no liability in relation to such determinations except in the case of its wilful default or bad faith.

23.4 Notwithstanding any provision to the contrary, the Calculation Agent shall act as an expert and not as an agent for the Issuer or the Noteholders. All determinations, considerations and decisions made by the Calculation Agent shall, in the absence of manifest error, wilful default or bad faith, be final and conclusive and the Calculation Agent shall have no liability in relation to such determinations except in the case of its wilful default or bad faith.

24. REPRESENTATION OF NOTEHOLDERS

The Noteholders will, in respect of all Tranches in any Series, be grouped automatically for the defence of their common interests in a *Masse* (the **Masse**) which will be governed by the provisions of the French *Code de Commerce* with the exception of articles L. 228-71 and R. 228-69 of the French *Code de Commerce* subject to the following provisions:

24.1 Legal Personality

The Masse will be a separate legal entity and will act in part through a representative (the **Representative**) and in part through collective decisions of the Noteholders (the **Collective Decisions**).

The Masse alone, to the exclusion of all individual Noteholders, shall exercise the common rights, actions and benefits which now or in the future may accrue respectively with respect to the Notes.

24.2 Representative

The office of Representative may only be conferred to persons that are nationals of a Member State of the European Union or on persons domiciled in a Member State of the European Union, and associations and companies having their registered office therein. However, the following persons may not be chosen as Representatives:

(i) the Issuer, the members of its Supervisory Board or Board of Directors, Management Board, its general manager, its statutory auditors, or its employees as well as their ascendants, descendants and spouse; or

(ii) companies guaranteeing all or part of the obligations of the Issuer, their respective managers, general managers, members of their Supervisory Board or Board of Directors, Management Board, their statutory auditors, or employees as well as their ascendants, descendants and spouse; or

(iii) companies holding 10 per cent. or more of the share capital of the Issuer or companies having 10 per cent. or more of their share capital held by the Issuer; or

(iv) persons to whom the practice of banker is forbidden or who have been deprived of the right of directing, administering or managing an enterprise in whatever capacity.

The names and addresses of the initial Representative of the Masse will be set out in the relevant Final Terms. The Representative appointed in respect of the first Tranche of any Series of Notes will be the Representative of the single Masse of all Tranches in such Series.

The Representative will be entitled to such remuneration in connection with its functions or duties as set out in the relevant Final Terms.

In the event of death, liquidation (as the case may be), retirement or revocation of appointment of the Representative, such Representative will be replaced by another Representative. In the event of the death, liquidation (as the case may be), retirement or revocation of appointment of the alternate Representative, an alternate will be elected by the General Meeting.

All interested parties will at all times have the right to obtain the name and address of the Representative at the head office of the Issuer and the specified offices of any of the Paying Agents.

24.3 Powers of Representative

The Representative shall have the power to take all acts of management necessary in order to defend the common interests of the Noteholders.

All legal proceedings against the Noteholders or initiated by them, must be brought by or against the Representative.

The Representative may not be involved in the management of the affairs of the Issuer.

24.4 Collective Decisions

(a) Collective Decisions are adopted either in a general meeting (the **General Meeting**) or by consent following a written consultation (the **Written Decision**).

In accordance with Articles R. 228-71 of the French *Code de commerce*, the rights of each Noteholder to participate in Collective Decisions will be evidenced by the entries in the books of the relevant Euroclear France Account Holder of the name of such Noteholder as of 0:00 Paris time, on the second (2nd) business day in Paris preceding the date set for the Collective Decision.

Collective Decisions must be published in accordance with Condition 24.10.

The Issuer shall hold a register of the Collective Decisions and shall make it available, upon request, to any subsequent holder of any of the Notes of such Series.

24.5 General Meeting

A General Meeting may be held at any time, on convocation either by the Issuer or by the Representative. One or more Noteholders, holding together at least one-30th of the principal amount of the Notes outstanding, may address to the Issuer and the Representative a demand for convocation of the General Meeting. If such General Meeting has not been convened within two months after such request, the Noteholders may commission one of their members to petition a competent court in Paris to appoint an agent (*mandataire*) who will call the General Meeting.

Notice of the date, hour, place and agenda of any General Meeting will be published as provided under Condition 24.10, not less than 15 calendar days prior to the date of the General Meeting on first convocation and not less than 5 calendar days prior to the date of the General Meeting on second convocation.

Each Noteholder has the right to participate in a General Meeting in person, by proxy or by correspondence. Each Note carries the right to one vote.

The General Meeting is empowered to deliberate on the dismissal and replacement of the Representative and the alternate Representative and to act with respect to any other matter that relates to the common rights, actions and benefits which may accrue now or in the future with respect to the Notes, including authorising the Representative to act (in legal proceedings) as plaintiff or defendant.

The General Meeting may further deliberate on any proposal relating to the modification of the Conditions including any proposal, whether for arbitration or settlement, relating to rights in controversy or which were the subject of judicial decisions, it being specified, however, that the General Meeting may not increase amounts payable by Noteholders, nor establish any unequal treatment between the Noteholders, nor decide to convert Notes into shares.

General Meetings may deliberate validly on first convocation only if Noteholders present or represented hold at least a fifth of the principal amount of the Notes at such time outstanding. On second convocation, no quorum shall be required. Decisions at meetings shall be taken by a two-third majority of votes cast by Noteholders attending such General Meetings or represented thereat.

Each Noteholder or Representative thereof will have the right, during the 15 calendar days period preceding the holding of each General Meeting (on first convocation) or during the 5 calendar days (on second convocation), to consult or make a copy of the text of the resolutions which will be proposed and of the reports which will be presented at the General Meeting, all of which will be available for inspection by the relevant Noteholders at the principal office of the Issuer, at the specified offices of any of the Paying Agents and at any other place specified in the notice of the General Meeting.

24.6 Written Decision and Electronic Consent

At the initiative of the Issuer or the Representative, Collective Decisions may also be taken by a Written Decision.

Such Written Decision shall be signed by or on behalf of Noteholders holding not less than 66.67% of the Notes the relevant Series without having to comply with formalities and time limits referred to in Condition 24.10.

Any such Written Decision shall, for all purposes, have the same effect as a resolution passed at a General Meeting. Such Written Decision may be contained in one document or in several documents in like form each signed by or on behalf of one or more of such Noteholders and shall be published in accordance with Condition 24.10.

Pursuant to Article L.228-46-1 of the French *Code de commerce*, the Noteholders may also express their approval or rejection of the proposed Written Decision by way of electronic communication allowing the identification of Noteholders (the **Electronic Consent**).

24.7 Expenses

The Issuer will pay all expenses relating to the operation of the Masse, including expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by the Collective Decisions, it being expressly stipulated that no expenses may be imputed against interest payable under the Notes.

24.8 Single Masse

The holders of Notes of the same Series, and the holders of Notes of any other Series which have been assimilated with the Notes of another Series in accordance with Condition 25.1 (*Further Issues*), shall, for the defence of their respective common interests, be grouped in a single Masse. The Representative appointed in respect of the first Series of Notes issued will be the Representative of the single Masse of all such Series.

24.9 Single Noteholder

(a) As long as the Notes are held by a single Noteholder, such Noteholder will exercise directly the powers delegated to the Representative and general meetings of Noteholders under the Conditions.

(b) The Issuer (or its agent on its behalf) shall keep a record of the decisions taken by the sole Noteholder in such capacity, which shall be available, upon request, to any future Noteholders. A Representative shall be appointed when the Notes of a Series are held by more than one Noteholder.

24.10 Notices to Noteholders

Any notice to be given to Noteholders in accordance with this Condition 24.10 shall be given in accordance with Condition 26.5.

24.11 Full Masse

For Notes issued with a Specified Denomination of less than €100,000 (or its equivalent in any other currency), except if the Final Terms specify "Issue outside of France" as applicable, Condition 24.7 shall be deleted and replaced by the following:

"24.7 Expenses

The Issuer shall pay all expenses relating to the operations of the *Masse*, including all expenses relating to the calling and holding of Collective Decisions and, more generally, all administrative expenses resolved upon by Collective Decisions."

In this Condition 24, the expression "outstanding" (as defined in Condition 1) does not include the Notes subscribed or purchased by the Issuer and which are held by the Issuer and not cancelled.

24.12 Modifications of the Terms and Conditions to correct a manifest error

In the case of Notes which (a) have a Specified Denomination of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date); or (b) have a Minimum Trading Size of at least EUR 100,000 (or its equivalent in the relevant currency as of the Issue Date), the Issuer may modify the Terms and Conditions of the Notes without the consent of the Noteholders to correct a manifest error.

25. FURTHER ISSUES AND CONSOLIDATION

25.1 Further Issues: Any of the Issuers may from time to time, without the consent of the Noteholders issue further notes having the same terms and conditions as the Notes in all respects (or in all respects except for the first payment of interest) so as to form a single series with the Notes.

25.2 Consolidation: Any of the Issuers, with the prior approval of the Fiscal Agent (which shall not be unreasonably withheld), may from time to time on any Interest Payment Date occurring on or after the Redenomination Date on giving not less than 15 Business Days' prior notice to the Noteholders in accordance with Condition 26 (*Notices*), without the consent of the Noteholders, consolidate the Notes of one Series with the Notes of one or more other Series issued by it, whether or not originally issued in one of the European national currencies or in euro, provided such other Notes have been redenominated in Euro (if not originally denominated in euro) and which otherwise have, in respect of all periods subsequent to such consolidation, the same terms and conditions as the Notes.

26. NOTICES

26.1 Notices to the holders of Notes in registered form (*au nominatif*) shall be valid if either, (i) they are mailed to them at their respective addresses, in which case they will be deemed to have been

given on the fourth weekday (being a day other than a Saturday or a Sunday) after the mailing, or, (ii) at the option of the Issuer, as long as such Notes are listed and admitted to trading on Euronext Paris, they are published (a) in a daily leading newspaper of general circulation in France (which is expected to be *Les Echos*) or (b) in accordance with Articles 221-3 and 221-4 of the *Règlement Général* of the *Autorité des marchés financiers* (**AMF**) or (iii) to the extent the Notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Regulated Market or the Euro MTF Market, notices to holders will be published, in accordance with the rules of the Luxembourg Stock Exchange, in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort* or the *Tageblatt*) and/or on the Luxembourg Stock Exchange website (www.luxse.com), and, if permitted by the rules and regulations of the Luxembourg Stock Exchange, on the Issuer's website at http://sp.morganstanley.com/EU/Documents or (iv) so long as such Notes are listed and admitted to trading on any Regulated Market or other stock exchange and the rules of such Regulated Market or other stock exchange so require, in a leading daily newspaper with general circulation in the city where the Regulated Market or other stock exchange on which such Notes are listed and admitted to trading is located and on the website of any other competent authority or Regulated Market of the EEA Member State or Switzerland where the Notes are listed and admitted to trading.

26.2 Notices to the Noteholders in bearer form (*au porteur*) shall be valid if published (i) so long as such Notes are listed and admitted to trading on Euronext Paris, (a) in a leading daily newspaper of general circulation in France (which is expected to be *Les Echos*) or (b) in accordance with Articles 221-3 and 221-4 of the *Règlement Général* of the AMF or (ii) to the extent the Notes are admitted to listing on the Official List of the Luxembourg Stock Exchange and to trading on the Luxembourg Regulated Market or the Euro MTF Market, notices to holders will be published in accordance with the rules of the Luxembourg Stock Exchange, in a daily newspaper of general circulation in Luxembourg (which is expected to be the *Luxemburger Wort* or the *Tageblatt*) and/or on the Luxembourg Stock Exchange website (www.luxse.com), and, if permitted by the rules and regulations of the Luxembourg Stock Exchange, on the Issuer's website at http://sp.morganstanley.com/EU/Documents or (iii) so long as such Notes are listed and admitted to trading on any Regulated Market or other stock exchange and the rules of such Regulated Market or other stock exchange so require, in a leading daily newspaper with general circulation in the city/ies where the Regulated Market(s) or other stock exchange(s) on which such Notes are listed and admitted to trading is located and on the website of any other competent authority or Regulated Market of the EEA Member State or Switzerland where the Notes are listed and admitted to trading.

26.3 If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Europe. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the date of the first publication.

26.4 Notices required to be given to the Noteholders (whether in registered or in bearer form) pursuant to these Conditions may be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared in substitution for the mailing and publication of a notice required by Conditions 26.1, 26.2 and 26.3 above; except that so long as the Notes are listed and admitted to trading on a Regulated Market or other stock exchange and the rules of such Regulated Market or other stock exchange so require, notices shall also be published in a leading daily newspaper of general circulation in the city where the Regulated Market or other stock exchange on which such Note(s) is/are listed and admitted to trading is located.

26.5 Notices relating to the convocation and decision(s) of the Collective Decisions pursuant to Condition 24, as well as any decision of the Issuer pursuant to Article R. 228-79 of the French *Code de commerce,* shall be given by delivery of the relevant notice to Euroclear France, Euroclear, Clearstream and any other clearing system through which the Notes are for the time being cleared. For the avoidance of doubt, Conditions 26.1, 26.2, 26.3 and 26.4 above shall not apply to such notices.

26.6 Notices will, if published more than once, be deemed to have been given on the date of the first publication.

26.7 Notwithstanding the other provisions of these Conditions, any failure by the Issuer, the Calculation Agent, the Determination Agent or any other party to provide Noteholders with any notice due to be given to Noteholders in accordance with the Conditions shall not of itself affect the validity of the determination, adjustment, event or any other occurrence to which such notice relates.

26.8 If an adjustment is made, or any other action is taken, by the Determination Agent under any one or more of the following Conditions: 9.2(b), 9.2(c), 9.2(e), 9.3(a), 9.3(b), 9.4(a), 9.4(b), 9.5(b), 9.6(b), 10.5, 10.6(b), 11.1, 11.2, 11.3, 11.4, 11.7(b), 12.1.1, 12.3, 13.2, 13.4, 13.5 or 13.6, the Determination Agent shall notify the Issuer and the Fiscal Agent of such adjustment. The Fiscal Agent shall, on behalf of and on instruction of the Issuer, provide notice (which notice shall, for the avoidance of doubt, be in the form provided to it by or on behalf of the Issuer) to the Noteholders of the relevant adjustment within 15 Business Days of receipt of such notification from the Determination Agent.

27. CURRENCY INDEMNITY

27.1 If any sum due from the Issuer in respect of the Notes or any order or judgment given or made in relation thereto has to be converted from the currency (the **first currency**) in which the same is payable under these Conditions or such order or judgment into another currency (the **second currency**) for the purpose of (a) making or filing a claim or proof against the Issuer, (b) obtaining an order or judgment in any court or other tribunal or (c) enforcing any order or judgment given or made in relation to the Notes, the Issuer shall indemnify each Noteholder, on the written demand of such Noteholder addressed to the Issuer and delivered to the Issuer or to the Specified Office of the Fiscal Agent, against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency and (ii) the rate or rates of exchange at which such Noteholder may in the ordinary course of business purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

27.2 This indemnity constitutes a separate and independent obligation of the Issuer and shall give rise to a separate and independent cause of action. However, if a judgment awarded by a French court were to be expressed in euros, it would normally be expressed by reference to the exchange value of the relevant amount of the said foreign currency at the rate of exchange prevailing on the effective date of payment or on the date of the judgment; it should be noted, however, that if, after having obtained a judgment from a French court with respect to the Notes, any party were to seek a separate judgment on the basis of any indemnity clause with respect to currency indemnity, the court may hold that such clause did not survive the original judgment.

28. ROUNDING

For the purposes of any calculations referred to in these Conditions (unless otherwise specified in these Conditions or the applicable Final Terms), (a) all percentages resulting from such calculations will be rounded, if necessary, to the nearest one hundred-thousandth of a percentage point (with 0.000005 per cent. rounded up to 0.00001 per cent.), (b) all U.S. Dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one-half cent rounded upward), (c) all Japanese Yen amounts used in or resulting from such calculations will be rounded downward to the next lower whole Japanese Yen amount and (d) all amounts denominated in any other currency used in or resulting from such calculations will be rounded to the nearest two decimal places in such currency (with 0.005 rounded up to 0.01).

29. REDENOMINATION

29.1 *Application*: This Condition 29 (*Redenomination*) is applicable to the Notes only if it is specified in the applicable Final Terms as being applicable.

29.2 *Notice of redenomination*: If the country of the Specified Currency becomes or, announces its intention to become, a Participating Member State, the Issuer may, without the consent of the Noteholders, on giving at least 15 Business Days' prior notice to the Noteholders and the Paying Agents, designate a date (the **Redenomination Date**), being an Interest Payment Date under the Notes falling on or after the date on which such country becomes a Participating Member State.

29.3 *Redenomination*: Notwithstanding the other provisions of these Conditions, with effect from the Redenomination Date, the Notes shall be deemed to be redenominated into euro in the denomination of euro 0.01 with a principal amount for each Note equal to the principal amount of that Note in the Specified Currency, converted into euro at the rate for conversion of such currency into euro established by the Council of the European Union pursuant to the Treaty (including compliance with rules relating to rounding in accordance with European Community regulations); **provided**, **however**, **that**, if the Issuer determines, with the agreement of the Fiscal Agent that the then market practice in respect of the redenomination into euro 0.01 of internationally offered securities is different from that specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly, and in any event within not more than 15 Business Days of the Issuer making such determination, notify the Noteholders, each listing authority, stock exchange and/or quotation system (if any) by which the Notes have been admitted to listing, trading and/or quotation and the Paying Agents of such deemed amendments.

29.4 *Interest Determination Date*: If the Floating Rate Note Provisions are specified in the applicable Final Terms as being applicable and Screen Rate Determination is specified in the applicable Final Terms as the manner in which the Rate(s) of Interest is/are to be determined, with effect from the Redenomination Date, the Interest Determination Date shall be deemed to be the second T2 Settlement Day before the first day of the relevant Interest Period.

30. REPRESENTATIONS AND ACKNOWLEDGEMENTS BY NOTEHOLDERS

Each Noteholder shall be deemed to represent and acknowledge to the Issuer and, as the case may be, to the Guarantor, on acquiring any Notes that:

30.1 neither the Issuer, the Guarantor (as the case may be), nor any Affiliate or any of their agents is acting as a fiduciary for it or provides investment, tax, accounting, legal or other advice in respect of the Notes and that such Noteholder and its advisers are not relying on any communication (written or oral and including, without limitation, opinions of third party advisers) of the Issuer, the Guarantor (as the case may be), or any Affiliate as (i) legal, regulatory, tax, business, investment, financial, accounting or

other advice, (ii) a recommendation to invest in any Notes or (iii) an assurance or guarantee as to the expected results of an investment in the Notes (it being understood that information and explanations related to the terms and conditions of the Notes shall not be considered to be any such advice, recommendation, assurance or guarantee and should be independently confirmed by the recipient and its advisers prior to making any such investment);

30.2 such Noteholder (i) has consulted with its own legal, regulatory, tax, business, investments, financial and accounting advisers to the extent that it has deemed necessary, and has made its own investment, hedging, and trading decisions based upon its own judgment and upon any advice from such advisers as it has deemed necessary and not upon any view expressed by the Issuer, the Guarantor (as the case may be), or any Affiliate or any of their agents and (ii) is acquiring the Notes with a full understanding of the terms, conditions and risks thereof and it is capable of and willing to assume those risks; and

30.3 the Issuer, the Guarantor (as the case may be), and/or any Affiliates may have banking or other commercial relationships with issuers of any securities to which the Notes relate and may engage in proprietary trading in any securities, indices, fund interests or other property to which the Notes relate or options, futures, derivatives or other instruments relating thereto (including such trading as the Issuer, the Guarantor (as the case may be), and/or any Affiliate deem appropriate in their reasonable discretion to hedge the market risk on the Notes and other transactions between the Issuer, the Guarantor (as the case may be), and/or any Affiliates and any third parties), and that such trading (i) may affect the price or level thereof and consequently the amounts payable under the Notes and (ii) may be effected at any time, including on or near any Valuation Date, Observation Date, Interest Determination Date, Determination Date or Averaging Date.

31. SUBSTITUTION

31.1 *Substitution of Issuer with Morgan Stanley Group entities*

By its acquisition of the Notes, each Noteholder acknowledges, accepts, consents and agrees that, subject to the conditions set out in this Condition 31 (*Substitution*), but without the consent of Noteholders, each Issuer may, where the Issuer is:

(a) Morgan Stanley, substitute a subsidiary of Morgan Stanley in place of Morgan Stanley as principal debtor under the Notes, provided that any Notes in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of Morgan Stanley as to the payment of principal of, premium, interest and supplemental amounts, if any, on those Notes when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Noteholders will not be required to exercise their remedies against the substitute prior to proceeding directly against Morgan Stanley (as guarantor);

(b) MSI plc, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSI plc as principal debtor under the Notes, provided that, unless Morgan Stanley is the substitute issuer, any Notes in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of MSI plc as to the payment of principal of, premium, interest and supplemental amounts, if any, on those Notes when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Noteholders

will not be required to exercise their remedies against the substitute prior to proceeding directly against MSI plc (as guarantor);

(c) MSBV, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSBV as principal debtor under the Notes, provided that, unless Morgan Stanley is the substitute issuer, any Notes in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of Morgan Stanley as to the payment of principal of, premium, interest and supplemental amounts, if any, on those Notes when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Noteholders will not be required to exercise their remedies against the substitute prior to proceeding directly against Morgan Stanley (as guarantor); or

(d) MSFL, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSFL as principal debtor under the Notes, provided that, unless Morgan Stanley is the substitute issuer, any Notes in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of Morgan Stanley as to the payment of principal of, premium, interest and supplemental amounts, if any, on those Notes when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Noteholders will not be required to exercise their remedies against the substitute prior to proceeding directly against Morgan Stanley (as guarantor);

(e) MSESE, substitute Morgan Stanley or a subsidiary of Morgan Stanley in place of MSESE as principal debtor under the Notes, provided that, unless Morgan Stanley is the substitute issuer, any Notes in respect of which such a substitution is effected will be fully, unconditionally and irrevocably guaranteed pursuant to a guarantee of MSESE as to the payment of principal of, premium, interest and supplemental amounts, if any, on those Notes when and as the same will become due and payable, whether at maturity or otherwise, and provided further that under the terms of the guarantee, Noteholders will not be required to exercise their remedies against the substitute prior to proceeding directly against MSESE (as guarantor).

31.2 *Substitution of Issuer or Guarantor with non-Morgan Stanley Group entities*

If this Condition 31.2 is specified in the Final Terms to be applicable to a Series of Notes, subject to the conditions set out in this Condition 31 (*Substitution*), including the rights of Noteholders under Condition 31.6 (*Right to Redemption in respect of substitutions with non-Morgan Stanley Group entities)*, but without the consent of Noteholders, the Issuer or the Guarantor (as applicable) may, in the event that the Issuer or the Guarantor (in the case of MSBV or MSFL Notes) has determined that any of the following events has occurred in respect of the Issuer or the Guarantor (as the case may be): an insolvency, receivership or equivalent event under the jurisdiction of the Issuer or the Guarantor (as the case may be); a divestment mandated for regulatory reasons; any action being required to satisfy any regulatory licensing requirements; or a change of control (each a **Substitution Event**), substitute for itself any entity which is not a Morgan Stanley Group entity, provided that such entity has a long term credit rating from at least one rating agency of standard application on the international capital markets (including but not limited to S&P, Moody's and Fitch) which is at least as high as the long term credit rating of the relevant Issuer or Guarantor (as the case may be) being substituted immediately prior to the occurrence of the relevant Substitution Event). Notwithstanding the foregoing, for any Series of Notes in respect of which Morgan Stanley is the Issuer, Morgan Stanley may not be substituted as Issuer with any entity which is not a Morgan Stanley Group entity within one year of the Issue Date of such Notes or the Guarantee.

As a result of the above, each Noteholder, by its acquisition of Notes, is deemed to expressly accept the release of the original Issuer or Guarantor, as the case may be, from all its obligations under the Notes.

31.3 *Conditions to substitution*

Substitution of an Issuer or Guarantor for another entity (the **Substitute**) as provided in Condition 31.1 (*Substitution of Issuer with Morgan Stanley Group entities*) or 31.2 (*Substitution of Issuer or Guarantor with non-Morgan Stanley Group entities*) above (as applicable) are subject to the following conditions:

(a) the substitution not being materially prejudicial to the interests of the Noteholders;

(b) the Substitute becoming the new Issuer or new guarantor (as the case may be) of the relevant issue of Notes and party to the Agency Agreement with any appropriate consequential amendments, in place of the former Issuer or the former Guarantor (as the case may be), as from the date of such substitution;

(c) a supplement to the Base Prospectus or new base prospectus, as the case may be, being published to provide information regarding the Substitute becoming the new Issuer or new guarantor (as the case may be) in accordance with the Prospectus Regulation;

(d) the Substitute is validly existing under the laws under which it is established or incorporated, has capacity to assume all rights, obligations and liabilities under the Notes and Guarantee, as applicable, and has obtained all necessary corporate authorisations to assume all such rights, obligations and liabilities under the Notes or Guarantee (as applicable);

(e) the Substitute has obtained all necessary governmental or regulatory approvals and consents for the performance by it of its obligations in connection with the Notes or Guarantee (as applicable) and that all such approvals and consents are in full force and effect and that the Substitute and the Notes comply with all applicable requirements of the Securities Act;

(f) in the case of substitution of an Issuer or Guarantor pursuant to Condition 31.2 (*Substitution of Issuer or Guarantor with non-Morgan Stanley Group entities*) above only:

(i) the Substitute and the relevant Issuer having obtained (a) legal opinions from independent legal advisers of recognised standing in the country of incorporation of the Substitute and in France that the obligations of the Substitute, in the case of a substitution of an Issuer, under the Notes, or, in New York in the case of a substitution of the Guarantor under the Guarantee, are legal, valid and binding obligations of the Substitute and (b) in the case of the substitution of the Issuer which is MSBV or MSFL (or any substitute thereof), a legal opinion from an independent legal adviser in New York of recognised standing, that the Guarantee will apply to the Substitute mutatis mutandis as it applies to the Issuer prior to the substitution and will constitute legal, valid and binding obligations of the Guarantor, in respect of the Substitute, provided that no opinion as referred to in this sub paragraph (d) shall be required where the Substitute is Morgan Stanley with respect to MSBV Notes or MSFL Notes; and

(ii) if the relevant Notes are rated at the relevant time, the Substitute has obtained, prior to the substitution date, acknowledgement from the relevant rating agencies that the substitution will not result in whole or in part in a withdrawal, downgrading, placement in creditwatch or negative outlook of the Notes;

(g) all consents and approvals as required have been obtained and that the Substitute and the Notes comply with all applicable requirements under French law;

(h) the Fiscal Agent has confirmed to the relevant Issuer or Guarantor (as the case may be) that it has completed its relevant "*know your customer*" requirements on the proposed Substitute;

(i) such substitution being permitted by the rules of any stock exchange on which the Notes are listed and each such stock exchange confirming that, following the proposed substitution of the Substitute and applicable requirements, if any, the Notes will continue to be listed on such stock exchange;

(j) no payment in respect of the Notes is overdue at the relevant time;

(k) at the time of any such substitution, the Substitute is in a position to fulfil all payment obligations arising from or in connection with the Notes in freely convertible and transferable lawful money without the necessity of any taxes or duties to be withheld at source, and to transfer all amounts which are required therefor to the Fiscal Agent without any restrictions; and

(l) in respect of Notes which benefit from the Guarantee, such Notes shall continue to benefit from the Guarantee following substitution of the Issuer and/or the Guarantor (as the case may be), pursuant to this Condition 31.

31.4 *Reference in the Conditions to the Issuer or the Guarantor (as the case may be)*

In the event of a substitution pursuant to this Condition 31, any reference in the Conditions to the relevant Issuer or the Guarantor (as the case may be) shall be construed as a reference to the entity substituted.

31.5 *Notification to Noteholders of substitutions with Morgan Stanley Group entities*

The relevant Issuer shall as soon as reasonably practicable, and in any event not more than 15 Business Days after the date on which a substitution pursuant to Condition 31.1 (*Substitution of Issuer with Morgan Stanley Group entities*) has taken place, notify Noteholders of such substitution in accordance with Condition 26 (*Notices*).

31.6 *Right to Redemption in respect of substitutions with non-Morgan Stanley Group entities*

With respect to the right of substitution referred to in Condition 31.2 (*Substitution of Issuer or Guarantor with non-Morgan Stanley Group entities*), the Issuer shall provide 60 calendar days' notice of any substitution under such Condition to Noteholders in accordance with Condition 26 (*Notices*). Noteholders who object to the substitution will have the right to require the Issuer to redeem their Notes at a price determined in accordance with the provisions of this Condition 31.6, by providing notice of their intention to exercise such right in the manner set out in this Condition 31.6 (the **Right to Redemption**).

The redemption of any Notes in respect of which the Right to Redemption has been exercised by Noteholders shall take place 10 Business Days prior to the relevant substitution becoming

effective (the **Substitution Redemption Date**). The Issuer shall redeem any Notes in respect of which the Right to Redemption has been exercised at a price equal to (i) in the case of Notes the terms of which provide for the repayment in full of principal at maturity, the Replacement Value of such Notes or (ii) in every other case, the fair market value of such Notes on the day on which the relevant Right to Redemption Notice is deposited, in accordance with the provisions of this Condition 31.6, as determined by the Determination Agent in its reasonable discretion, together with interest (if any) accrued to such date (to the extent that such interest is not otherwise taken into account in determining the fair market value of such Notes).

For the purpose of this Condition 31.6, **Replacement Value** means an amount determined by the Determination Agent, acting in good faith and in a commercially reasonable manner, as at the day on which the relevant Right to Redemption Notice is deposited in accordance with the provisions of this Condition 31.6 to be the amount that a Qualified Financial Institution would charge to assume all of the Issuer's payment and other obligations with respect to the Notes as if the relevant Substitution Event described in Condition 31.2 (*Substitution of Issuer or Guarantor with non-Morgan Stanley Group entities*) and the substitution described in this Condition 31.6 had not occurred or to undertake obligations that would have the effect of preserving the economic equivalent of any payment by the Issuer to the Noteholder with respect to the Notes.

In order to exercise the option contained in this Condition 31.6 the holder of any Note must, not less than 15 Business Days before the date on which the substitution is due to take place, deposit with the Fiscal Agent a duly completed Right to Redemption Notice in the form set out in the Agency Agreement. The Fiscal Agent with which a Right to Redemption Notice is so deposited shall deliver a duly completed Right to Redemption Receipt to the depositing Noteholder. Once deposited a duly completed Right to Redemption Notice may not be withdrawn; provided, however, that if, prior to the relevant Substitution Redemption Date, the related Note becomes due and payable or, upon the relevant Substitution Redemption Date, payment of the redemption moneys is improperly withheld or refused, the Fiscal Agent shall mail notification thereof to the depositing Noteholder at such address as may have been given by such Noteholder in the relevant Right to Redemption Notice and the relevant depositing Noteholder and not the Fiscal Agent shall be deemed to be the holder of such Note for all purposes in such case.

Notwithstanding the foregoing, in respect of any Series of Notes for which Morgan Stanley is the Issuer, Noteholders shall only have the right to submit a Right to Redemption Notice from the date which is one calendar year after the Issue Date of such Notes.

Any payments made to Noteholders in accordance with this Condition 31.6 shall be made in accordance with the provisions of Condition 17 (*Payments*).

Tax consequences of the substitution

If the Issuer substitutes an entity for the Issuer as the principal debtor in respect of the Notes, the tax consequences (including the withholding tax consequences) of holding the Notes may change. Except as otherwise set out in these Terms and Conditions, if withholding is required on the Notes the Issuer will not be required to pay any additional amounts.

32. GOVERNING LAW AND JURISDICTION

32.1 *Governing Law*: The Notes shall be governed by and construed in accordance with French law (except in relation to the Issuer's right to repurchase Notes as specified in Condition 16.10 above). The Guarantee and any non-contractual obligations arising out of or in connection with the Guarantee will be governed by, and shall be construed in accordance with, New York law.

32.2 *Jurisdiction*: Any claim against Morgan Stanley, MSIP, MSBV, MSFL or MSESE as Issuer, or Morgan Stanley as Guarantor, in connection with any Notes may exclusively be brought before the competent courts in Paris.

33. AGREEMENT WITH RESPECT TO THE EXERCISE OF U.K. BAIL-IN POWER WITH RESPECT TO MSIP NOTES

33.1 *Acknowledgement:*

Notwithstanding any other agreements, arrangements, or understandings between MSIP and any Noteholder or beneficial owner of MSIP Notes, by purchasing or acquiring the MSIP Notes, each Noteholder (including each beneficial owner) of MSIP Notes acknowledges, accepts, agrees to be bound by and consents to the effect of the exercise of any U.K. bail-in power by the relevant U.K. resolution authority that may include and result in any of the following, or some combination thereof:

(1) the reduction or cancellation of all, or a portion, of the principal amount of, or interest on, MSIP Notes or any other outstanding amounts due under or in respect of MSIP Notes;

(2) the conversion of all, or a portion, of the principal amount of, or interest on, MSIP Notes into shares or other securities or other obligations of MSIP or another person (and the issue to or conferral on the Noteholder of such shares, securities or obligations); and/or

(3) the amendment or alteration of the maturity of MSIP Notes, or amendment of the amount of interest due on MSIP Notes, or the dates on which interest becomes payable, including by suspending payment for a temporary period; any U.K. bail-in power may be exercised by means of variation of the terms of MSIP Notes solely to give effect to the exercise by the relevant U.K. resolution authority of such U.K. bail-in power.

With respect to (a), (b) and (c) above, references to principal and interest shall include payments of principal and interest that have become due and payable (including principal that has become due and payable at the maturity date), but which have not been paid, prior to the exercise of any U.K. bail-in power.

Each Noteholder and each beneficial owner of MSIP Notes further acknowledges and agrees that the rights of the Noteholders and/or beneficial owners under MSIP Notes are subject to, and will be varied, if necessary, solely to give effect to, the exercise of any U.K. bail-in power by the relevant U.K. resolution authority.

33.2 *U.K. bail-in power:*

For these purposes, a "**U.K. bail-in power**" is any write-down and/or conversion power existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, banking group companies, credit institutions and/or investment firms incorporated in the United Kingdom in effect and applicable in the United Kingdom to MSIP and the MSIP Group, including but not limited to any such laws, regulations, rules or requirements which are implemented, adopted or enacted within the context of a U.K. resolution regime under the U.K. Banking Act 2009 as the same has been or may be amended from time to time (whether pursuant to the Banking Reform Act 2013, secondary legislation or otherwise), pursuant to which obligations of a bank, banking group company, credit institution or investment firm or any of its affiliates can be reduced, cancelled, amended, transferred and/or converted into shares or other securities or obligations of the obligor or any other person (and

a reference to the "**relevant U.K. resolution authority**" is to any authority with the ability to exercise a U.K. bail-in power).

"**MSIP Group**" means Morgan Stanley & Co. International plc and all of its subsidiary undertakings.

33.3 *No repayment of the principal amount or interest of MSIP Notes:*

No repayment of the principal amount of MSIP Notes or payment of interest on MSIP Notes shall become due and payable after the exercise of any U.K. bail-in power by the relevant U.K. resolution authority unless, at the time that such repayment or payment, respectively, is scheduled to become due, such repayment or payment would be permitted to be made by MSIP under the laws and regulations of the United Kingdom applicable to MSIP or other members of the MSIP Group.

33.4 *No Event of Default:*

By its acquisition of MSIP Notes, each Noteholder and each beneficial owner of MSIP Notes acknowledges and agrees that:

(i) the exercise of the U.K. bail-in power by the relevant U.K. resolution authority with respect to MSIP Notes shall not give rise to an event of default or otherwise constitute non-performance of a contractual obligation, or entitle the Noteholder to any remedies which are hereby expressly waived; and

(ii) it shall be deemed to have consented to the exercise of any U.K. bail-in power as it may be imposed without any prior notice by the relevant U.K. resolution authority of its decision to exercise such power with respect to MSIP Notes.

33.5 *Notice to Noteholders:*

Upon the exercise of the U.K. bail-in power by the relevant U.K. resolution authority with respect to MSIP Notes, MSIP shall provide a written notice to the Noteholders in accordance with Condition 26 (*Notices*) as soon as practicable regarding such exercise of the U.K. bail-in power for purposes of notifying Noteholders of such occurrence. MSIP shall also deliver a copy of such notice to the Fiscal Agent for information purposes only. Any delay or failure by MSIP to give notice shall not affect the validity and enforceability of the U.K. bail-in power nor the effects on MSIP Notes described in this Condition 33.

33.6 *Duties of the Fiscal Agent:*

Upon the exercise of any U.K. bail-in power by the relevant U.K. resolution authority, MSIP and, by its acquisition of MSIP Notes, each Noteholder (including each holder of a beneficial interest in MSIP Notes) hereby agree that (a) the Fiscal Agent shall not be required to take any directions from Noteholders, and (b) the Agency Agreement shall impose no duties upon the Fiscal Agent whatsoever, in each case with respect to the exercise of any U.K. bail-in power by the relevant U.K. resolution authority.

Notwithstanding the foregoing, if, following the completion of the exercise of the U.K. bail-in power by the relevant U.K. resolution authority, any MSIP Notes remain outstanding (for example, if the exercise of the Bail-In Power results in only a partial write-down of the principal of MSIP Notes), then the Fiscal Agent's duties under the Agency Agreement shall remain

applicable with respect to MSIP Notes following such completion to the extent that MSIP and the Fiscal Agent shall agree pursuant to an amendment to the Agency Agreement.

PART 2 - ADDITIONAL TERMS AND CONDITIONS

Additional Provisions relating to Securities-Linked Notes, Currency-linked Notes, Inflation-Linked Notes, Fund-Linked Notes, Futures Contract-Linked Notes and Rate-Linked Notes

Section 1
General

These Additional Terms and Conditions (**Additional Terms and Conditions**) apply to each Series of Securities-Linked Notes, Currency-Linked Notes, Inflation-Linked Notes, Fund-Linked Notes, Futures Contract-Linked Notes and Rate-Linked Notes (collectively, **Linked Notes**) and, only when expressly specified in the Additional Terms and Conditions, to Floating Rate Notes. In relation to each Series of Linked Notes, **Relevant Underlying** means the share(s), index(es), exchange traded fund(s), a currency pair, inflation index(es), the fund(s) and/or the futures contract(s) and/or underlying rate(s) specified in the applicable Final Terms as the Underlying Share, the Basket of Shares (for Securities-Linked Notes), the Index, the Basket of Indices (for Securities-Linked Notes), the ETF Interest, the Basket of ETF Interests (for Securities-Linked Notes), the Basket of Currency Pair (for Currency-Linked Notes), the Inflation Index, the Basket of Inflation Indices (for Inflation-Linked Notes), the Fund Interest, the Basket of Fund Interests (for Fund-Linked Notes), the Futures Contract and/or the Basket of Futures Contracts (for Futures Contract-Linked Notes), the Underlying Rate(s) (for Rate-Linked Notes) and, where the context so permits, each such share, index, exchange traded fund, currency pair, inflation index, fund, fund interest, futures contract or underlying rate.

The terms relating to the payment of interest (if any) and redemption may be linked to the performance or value of the Relevant Underlying determined in a number of different ways which will be specified in the applicable Final Terms by reference to particular provisions contained in these Additional Terms and Conditions.

For the purpose of determining values of the Relevant Underlying, provisions from among those contained in Section 2 (*Value Determination Terms*) of these Additional Terms and Conditions will be specified in the applicable Final Terms.

For the purpose of determining values for the performance of the Relevant Underlying, provisions from among those contained in Section 3 (*Performance Determination Terms*) of these Additional Terms and Conditions will be specified in the applicable Final Terms.
The applicable Final Terms will also specify:

(a) the applicable terms (if any) for the payment of interest under Condition 6.12 from among those contained in Section 4 (*Interest Provisions*) of these Additional Terms and Conditions;

(b) the applicable terms (if any) as to automatic early redemption from among those contained in Section 5 (*Early Redemption Terms*) of these Additional Terms and Conditions; and

(c) the applicable terms (if any) for determining the Final Redemption Amount from among those contained in Section 6 (*Scheduled Redemption Terms*) of these Additional Terms and Conditions.

The provisions set out in each of the following Sections of these Additional Terms and Conditions (other than any introductory description in italicised script) which are applicable to a Series of Linked Notes comprise additional Terms and Conditions forming part of the Conditions of the Notes of such Series. (Any such introductory description is a general description only, does not form part of, and is subject to, the provisions which it describes.)

Section 2
Value Determination Terms

With respect to each Series of Linked Notes, the **Relevant Underlying Value** for a Relevant Underlying as of any date (including but not limited to a Valuation Date, Interest Determination Date, Determination Date, Observation Date or Averaging Date) for the purposes of determinations linked to the value or performance of the Relevant Underlying shall be, as determined by the Determination Agent and subject as provided in the Conditions:

(a) for an Underlying Share or ETF Interest and a Series of Equity-Linked Notes, the price (or, if applicable, two or more such prices) of such Underlying Share or ETF Interest on the relevant Exchange;

(b) for an Index and a Series of Index-Linked Notes, the official level of the Index (or, if applicable, two or more such levels);

(c) for an Index and a Series of Inflation-Linked Notes, the level of the Inflation Index for a specified calendar month (or, if applicable, two or more such levels);

(d) for a Futures Contract and a Series of Futures Contract-Linked Notes, the Settlement Price of such Futures Contract on the relevant Exchange;

(e) for a Currency Pair and a Series of Currency-Linked Notes, means the Specified Rate;

(f) for a Fund and a Series of Fund Linked Notes, (A) the official Fund net asset value which is published by the Fund, Fund Manager or any service provider appointed by the Fund or Fund Manager who reports such value on behalf of the Fund, on Bloomberg, Reuters or other similar publishing service, or on the website of the Fund, or in any other manner, divided by (B) the total number of Fund Interests, **provided that** if the information is published on more than one source and the information published on one source differs from the information published on another, the Determination Agent shall choose one of these in its discretion, acting in good faith and in a commercially reasonable manner;

(g) for an Underlying Rate and a Series of Rate-Linked Notes, means the Underlying Rate as determined by the Determination Agent in accordance with Condition 14 (*Provisions Relating to Rate-Linked Notes*);

(h) for a Relevant Underlying which is a basket comprising any combination of the foregoing, the value for the Relevant Underlying equal to the sum of the weighted values or, as the case may be, non-weighted values, of the components of the Relevant Underlying applying (a) to (g), as applicable,

determined, in each case, in accordance with such of the provisions contained in the following provisions of this Section 2 (*Value Determination Terms*) as are applicable to the relevant determination as specified in the applicable Final Terms.

Basic Value Determination Term means any of Closing Value, Opening Value, Intraday Value or Closing Value with Dividend Adjusted Performance, as specified in the applicable Final Terms.

1. If **Closing Value** is specified in the applicable Final Terms or referred to in any other Value Determination Terms that are relevant to the applicable Final Terms, the Relevant Underlying Value will be determined:

    (a) for an Underlying Share, Index or ETF Interest and a Series of Equity-Linked Notes, as of the Scheduled Closing Time of the Exchange in respect of such Relevant Underlying on the relevant date;

(b) for an Inflation Index and a Series of Inflation-Linked Notes, for the month specified as the Reference Month with respect to the relevant date in the applicable Final Terms;

(c) for a Fund Interest and a Series of Fund-Linked Notes, as of close of business in respect of such Relevant Underlying on the Fund Business Day immediately succeeding the relevant date;

(d) for a Futures Contract and a Series of Futures Contract-Linked Notes, as of the Scheduled Closing Time the Exchange (or such other time as the Settlement Price is announced and published) in respect of such Relevant Underlying on the relevant date;

(e) for a Basket of Shares, Indices or ETFs and a Series of Equity-Linked Notes, as of the Scheduled Closing Time of the Exchange in respect of such Relevant Underlying on the relevant date;

(f) for a Currency Pair and a Series of Currency-Linked Notes, as of the close of business hours in the Principal Financial Centre in respect of the Reference Currency on the relevant date;

(g) for a Basket of Inflation Indices and a Series of Inflation-Linked Notes, for the month specified as the Reference Month with respect to the relevant date in the applicable Final Terms;

(h) for a Basket of Funds and a Series of Fund-Linked Notes, as of close of business in respect of such Relevant Underlying on the Fund Business Day immediately succeeding the relevant date;

(i) for a Basket of Futures Contracts and a Series of Futures Contract-Linked Notes, as of the Scheduled Closing Time of the Exchange (or such other time as the Settlement Price is announced and published) in respect of such Relevant Underlying on the relevant date; and

(j) for a Bond Index or a Basket of Bond Indices and a Series of Bond Index-Linked Notes, as of the Determination Time of such Relevant Underlying on the relevant date.

2. If **Opening Value** is specified in the applicable Final Terms or referred to in any other Value Determination Terms that are relevant to the applicable Final Terms, the Relevant Underlying Value will be determined:

(a) for an Underlying Share, Index or ETF Interest and a Series of Equity-Linked Notes, as of the scheduled weekday opening time of the Exchange, without regard to after hours or any other trading outside of the regular trading session hours of the Exchange, in respect of such Relevant Underlying on the relevant date;

(b) for a Basket of Shares, Indices or ETFs and a Series of Equity-Linked Notes, as of the scheduled weekday opening time of the Exchange, without regard to after hours or any other trading outside of the regular trading session hours of the Exchange in respect of such Relevant Underlying on the relevant date;

(c) for a Futures Contract, a Basket of Futures Contracts and a Series of Futures Contract-Linked Notes, as of the scheduled weekday opening time of the Exchange, without regard to after hours or any other trading outside of the regular trading session hours of the Exchange, in respect of such Relevant Underlying on the relevant date.

3. If **Intraday Value** is specified in the applicable Final Terms or referred to in any other Value Determination Terms in the context of comparing the Relevant Underlying Value against any

other value, the Relevant Underlying Value may be determined at any time on the relevant date for the purposes of such comparison.

4. If **Average Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be equal to the arithmetic mean of, as specified in the applicable Final Terms, (i) the Closing Values, (ii) Opening Values, (iii) the Intraday Values or (iv) Closing Values with Dividend Adjusted Performance of the Relevant Underlying on each of the Averaging Dates.

   where:

   Averaging Dates means the dates specified as such in the applicable Final Terms, subject to adjustment in accordance with the Conditions; and

   Closing Value, **Opening Value**, **Intraday Value** and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms.

5. If **Min Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be equal to the lowest of the, as specified in the applicable Final Terms, (i) Closing Values, (ii) Opening Values (iii) the Intraday Values or (iv) Closing Values with Dividend Adjusted Performance of the Relevant Underlying as of any of the Observation Dates.

   where:

   Closing Value, **Opening Value**, **Intraday Value** and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms; and

   Observation Dates means the dates specified as such in the applicable Final Terms.

6. If **Max Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be equal to the highest of the, as specified in the applicable Final Terms, (i) Closing Values, (ii) Opening Values, (iii) the Intraday Values or (iv) Closing Values with Dividend Adjusted Performance of the Relevant Underlying as of any of the Observation Dates.

   where:

   Closing Value, **Opening Value, Intraday Value** and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms; and

   Observation Dates means the dates specified as such in the applicable Final Terms.

7. If **Floored Min Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be equal to (A) the lowest of the, as specified in the applicable Final Terms, (i) Closing Values, (ii) Opening Values, (iii) the Intraday Values or (iv) Closing Values with Dividend Adjusted Performance of the Relevant Underlying as of any of the Observation Dates or (B), if greater, the Floor Value.

   where:

   Closing Value, **Opening Value, Intraday Value** and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms;

   Floor Value means the value specified as such in the applicable Final Terms; and

   Observation Dates means the dates specified as such in the applicable Final Terms.

8. If **Capped Min Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be equal to (A) the lowest of the, as specified in the applicable Final Terms, (i)

Closing Values, (ii) Opening Values, (iii) the Intraday Values or (iv) Closing Values with Dividend Adjusted Performance of the Relevant Underlying as of any of the Observation Dates or (B), if greater, the Cap Value.

where:

Closing Value, **Opening Value, Intraday Value** and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms;

Cap Value means the value specified as such in the applicable Final Terms; and

Observation Dates means the dates specified as such in the applicable Final Terms.

9. If **Floored Max Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be equal to (A) the highest of the, as specified in the applicable Final Terms, (i) Closing Values, (ii) Opening Values, (iii) the Intraday Values or (iv) Closing Values with Dividend Adjusted Performance of the Relevant Underlying as of any of the Observation Dates or (B), if greater, the Floor Value.

where:

Closing Value, **Opening Value, Intraday Value** and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms;

Floor Value means the value specified as such in the applicable Final Terms; and

Observation Dates means the dates specified as such in the applicable Final Terms.

10. If **Capped Max Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be equal to (A) the highest of the, as specified in the applicable Final Terms, (i) Closing Values, (ii) Opening Values, (iii) the Intraday Values or (iv) Closing Values with Dividend Adjusted Performance of the Relevant Underlying as of any of the Observation Dates or, (B) if lower, the Cap Value.

where:

Cap Value means the value specified as such in the applicable Final Terms;

Closing Value, **Opening Value, Intraday Value** and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms; and

Observation Dates means the dates specified as such in the applicable Final Terms.

11. If **Individually Floored Average Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be equal to the arithmetic mean of the values for each Averaging Date equal to the greater of: (a) the Basic Value Determination Term applicable to the Relevant Underlying as of such Averaging Date; and (b) the Floor Value in respect of the Relevant Underlying as of such Averaging Date, and determined in accordance with the following formula:

(a) if Closing Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = \sum_{i=1}^{n} \frac{1}{n} \times Max\ [Floor\ Value; Closing\ Value_i]$$

(b) if Opening Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = \sum_{i=1}^{n} \frac{1}{n} \times Max\ [Floor\ Value; Opening\ Value_i]$$

(c) if Intraday Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = \sum_{i=1}^{n} \frac{1}{n} \times Max\ [Floor\ Value; Intraday\ Value_i]$$

(d) if Closing Value with Dividend Adjusted Performance is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = \sum_{i=1}^{n} \frac{1}{n} \times Max\ [Floor\ Value; Closing\ Value\ with\ Dividend\ Adjusted\ Performance_i]$$

where:

i is a series of numbers from one to n, each representing an Averaging Date;

n means the number of Averaging Dates;

Averaging Dates means the dates specified as such in the applicable Final Terms, subject to adjustment in accordance with the Conditions;

Closing Value, Opening Value, Intraday Value and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms;

Closing Value$_i$ means the Closing Value of the Relevant Underlying on the relevant Averaging Date;

Closing Value with Dividend Adjusted Performance$_i$ means the Closing Value with Dividend Adjusted Performance of the Relevant Underlying on the relevant Averaging Date;

Intraday Value$_i$ means the Intraday Value of the Relevant Underlying on the relevant Averaging Date;

Opening Value$_i$ means the Opening Value of the Relevant Underlying on the relevant Averaging Date; and

Floor Value means the value specified as such in the applicable Final Terms.

12. If **Individually Capped Average Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be equal to the arithmetic mean of the values for each Averaging Date equal to the lower of: (a) the Basic Value Determination Term applicable to the Relevant Underlying as of such Averaging Date; and (b) the Cap Value in respect of such Relevant Underlying as of such Averaging Date and determined in accordance with the following formula:

(a) if Closing Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = \sum_{i=1}^{n} \frac{1}{n} \times Min\ [Cap\ Value; Closing\ Value_i]$$

(b) if Opening Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = \sum_{i=1}^{n} \frac{1}{n} \times Min\ [Cap\ Value; Opening\ Value_i]$$

(c) if Intraday Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = \sum_{i=1}^{n} \frac{1}{n} \times Min\ [Cap\ Value; Intraday\ Value_i]$$

(d) if Closing Value with Dividend Adjusted Performance is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = \sum_{i=1}^{n} \frac{1}{n} \times Min\ [Cap\ Value; Closing\ Value\ with\ Dividend\ Adjusted\ Performance_i]$$

where:

i is a series of numbers from one to n, each representing an Averaging Date;

n means the number of Averaging Dates;

Averaging Dates means the dates specified as such in the applicable Final Terms, subject to adjustment in accordance with the Conditions;

Closing Value, Opening Value, Intraday Value and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms;

Closing Value$_i$ means the Closing Value of the Relevant Underlying on the relevant Averaging Date;

Closing Value with Dividend Adjusted Performance$_i$ means the Closing Value with Dividend Adjusted Performance of the Relevant Underlying on the relevant Averaging Date;

Intraday Value$_i$ means the Intraday Value of the Relevant Underlying on the relevant Averaging Date;

Opening Value$_i$ means the Opening Value of the Relevant Underlying on the relevant Averaging Date; and

Cap Value means the value specified as such in the applicable Final Terms.

13. If **Globally Floored Average Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be equal to the greater of: (a) arithmetic mean of the Basic Value Determination Term applicable to the Relevant Underlying as of each of the Averaging Dates; and (b) the Global Floor Value, and determined in accordance with the following formula:

(a) if Closing Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = Max\left[Global\ Floor\ Value; \sum_{i=1}^{n} \frac{1}{n} \times Closing\ Value_i\right]$$

(b) if Opening Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = Max\left[Global\ Floor\ Value; \sum_{i=1}^{n} \frac{1}{n} \times Opening\ Value_i\right]$$

(c) if Intraday Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = Max\left[Global\ Floor\ Value; \sum_{i=1}^{n} \frac{1}{n} \times Intraday\ Value_i\right]$$

(d) if Closing Value with Dividend Adjusted Performance is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = Max\left[Global\ Floor\ Value; \sum_{i=1}^{n} \frac{1}{n} \times Closing\ Value\ with\ Dividend\ Adjusted\ Performance_i\right]$$

where:

i is a series of numbers from one to n, each representing an Averaging Date;

n means the number of Averaging Dates;

Averaging Dates means the dates specified as such in the applicable Final Terms, subject to adjustment in accordance with the Conditions;

Closing Value, Opening Value, Intraday Value and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms;

Closing Value$_i$ means the Closing Value of the Relevant Underlying on the relevant Averaging Date;

Closing Value with Dividend Adjusted Performance$_i$ means the Closing Value with Dividend Adjusted Performance of the Relevant Underlying on the relevant Averaging Date;

Intraday Value$_i$ means the Intraday Value of the Relevant Underlying on the relevant Averaging Date;

Opening Value$_i$ means the Opening Value of the Relevant Underlying on the relevant Averaging Date; and

Global Floor Value means the value specified as such in the applicable Final Terms.

14. If **Globally Capped Average Value** is specified in the applicable Final Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be equal to the lower of: (a) the arithmetic mean of the Basic Value Determination Term applicable to the Relevant Underlying as of each of the Averaging Dates; and (b) the Global Cap Value, and determined in accordance with the following formula:

(a) if Closing Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = Min\left[Global\ Cap\ Value; \sum_{i=1}^{n} \frac{1}{n} \times Closing\ Value_i\right]$$

(b) if Opening Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = Min\left[Global\ Cap\ Value; \sum_{i=1}^{n} \frac{1}{n} \times Opening\ Value_i\right]$$

(c) if Intraday Value is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = Min\left[Global\ Cap\ Value; \sum_{i=1}^{n} \frac{1}{n} \times Intraday\ Value_i\right]$$

(d) if Closing Value with Dividend Adjusted Performance is specified in the applicable Final Terms:

$$Relevant\ Underlying\ Value = Min\left[Global\ Cap\ Value; \sum_{i=1}^{n} \frac{1}{n} \times Closing\ Value\ with\ Dividend\ Adjusted\ Performance_i\right]$$

where:

i is a series of numbers from one to n, each representing an Averaging Date;

n means the number of Averaging Dates;

Averaging Dates means the dates specified as such in the applicable Final Terms, subject to adjustment in accordance with the Conditions;

Closing Value, Opening Value, Intraday Value and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms;

Closing Value$_i$ means the Closing Value of the Relevant Underlying on the relevant Averaging Date;

Closing Value with Dividend Adjusted Performance$_i$ means the Closing Value with Dividend Adjusted Performance of the Relevant Underlying on the relevant Averaging Date;

Intraday Value$_i$ means the Intraday Value of the Relevant Underlying on the relevant Averaging Date;

Opening Value$_i$ means the Opening Value of the Relevant Underlying on the relevant Averaging Date; and

Global Cap Value means the value specified as such in the applicable Final Terms.

15. If **Reset Value** is specified as applicable in the applicable Final Terms, (a) if on any Reset Observation Date the (i) Closing Value, (ii) Opening Value, (iii) Intraday Value or (iv) Closing Value with Dividend Adjusted Performance, as specified in the applicable Final Terms, of the Relevant Underlying is (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the Reset Barrier Value, then the Relevant Underlying Value will be equal to the product of the Initial Value and the Reset Rate, or (b) else, the Relevant Underlying Value will be equal to the Initial Value.

For the avoidance of doubt, this Value Determination Term is only applicable with respect to the determination of the Initial Reference Value.

where:

Closing Value, Opening Value, Intraday Value and **Closing Value with Dividend Adjusted Performance** each has the meaning given to it in these Value Determination Terms;

Initial Value means the (i) Closing Value, (ii) Opening Value (iii) Intraday Value or (iv) Closing Value with Dividend Adjusted Performance, as specified in the applicable Final Terms, of the Relevant Underlying as of the Strike Date;

Reset Barrier Value means, for each Reset Observation Date, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage of the Initial Value);

Reset Observation Dates means the dates specified as such in the applicable Final Terms; and

Reset Rate means the percentage specified as such in the applicable Final Terms.

16. If **Closing Value with Dividend Adjusted Performance** is specified in the applicable Final Terms, the Relevant Underlying Value will be the value determined by the Determination Agent as follows:

(i) where Target Dividend Payoff 1 is specified in the applicable Final Terms:

$$\text{Relevant Underlying Value}_{(t-1)} * [\text{Fixing}_{(t)} + \text{Real Dividend}_{(t)}] / \text{Fixing}_{(t-1)} - X * \text{Target Dividend} / \text{Day Count Basis}$$

(ii) where Target Dividend Payoff 2 is specified in the applicable Final Terms:

$$\textit{Relevant Underlying Value}_{(t-1)} * \textit{Fixing}_{(t)} / [\textit{Fixing}_{(t-1)} - \textit{Real Dividend}_{(t)}] - X * \textit{Target Dividend} / \textit{Day Count Basis}$$

(iii) where Target Dividend Payoff 3 or Target Dividend Payoff 4 is specified the sum of (i) the Closing Value and (ii) the Dividend Adjusted Performance, in each case, for such day; or

(iv) where Target Dividend Payoff 5 or Target Dividend Payoff 6 is specified: the product of (i) the Closing Value and (ii) the Dividend Adjusted Performance, in each case, for such day; or

(v) where Target Dividend Payoff 7 or Target Dividend Payoff 8 is specified: the Daily Decrement Level for such day calculated by the Determination Agent.

Where:

Real Dividend or **RD** means in respect of the Share of the Relevant Underlying$_{(i)}$ and (a) for an Ex-Dividend Date (other than any Deemed Actual Ex-Dividend Date) for that Share and as determined by the Determination Agent, the Gross Dividend in respect of that Share (other than any extraordinary or special dividend (if specified as "Excluded" in the applicable Final Terms) and before deduction of any applicable taxes, fees or expenses) which would be received by a registered holder of such Share multiplied by the relevant Applicable Percentage of such cash dividend, or (b) for a Deemed Actual Ex-Dividend Date, zero.

If the Actual Dividend is paid in a currency (the **Actual Dividend Currency**) other than the currency in which the Share is traded on the relevant Exchange (the **Relevant Underlying Currency**), then the amount of the Actual Dividend will be converted into the Relevant Underlying Currency using the current spot exchange rate of the Actual Dividend Currency for

the Relevant Underlying Currency (the **FX Rate**), as determined by the Calculation Agent on the official mid exchange rate of the relevant FX Rate as published on the relevant Reuters pages at or around 4.00 p.m. London time on the relevant date and provided that if such amount is not published, then the Calculation Agent shall determine the FX Rate acting in good faith and in a commercially reasonable manner.

Applicable Percentage means, in respect of a Share, the percentage (which may be 100 per cent. but which shall not be less than zero or more than 100 per cent.) specified in the relevant Final Terms or, if no percentage is specified or the Applicable Percentage is specified to be not applicable in the relevant Final Terms, 100 per cent. The relevant Final Terms may specify a different Applicable Percentage for the Net Dividend and for the Target Dividend.

Closing Value has the meaning given to it in these Value Determination Terms.

Daily Decrement Level means

(i) where Target Dividend Payoff 7 is specified in the relevant Final Terms and in respect of a relevant Share and each Target Dividend Observation Date (*t*), an amount determined by the Calculation Agent in accordance with the following:

(a) where such Target Dividend Observation Date (*t*) is the Start Date (where $t = 0$), the amount specified as the Daily Decrement Level for the Start Date in the applicable Final Terms, or if no amount is specified as such in the relevant Final Terms, the Share Price of such Share on the Start Date; and

(b) in respect of any Target Dividend Observation Date (*t*) falling after the Start Date, the amount determined by the Calculation Agent for such day *(t)* in accordance with the following formula:

$$\mathrm{DDL}_t = Max\left[0, \left(\mathrm{DDL}_{t-1}\ x\ \frac{\text{Share Price}_t\ x\ \mathrm{DAP}_t}{\text{Share Price}_{t-1} x\ \mathrm{DAP}_{t-1}}\right) - \left(\mathrm{TD}_t\ x\ \frac{\mathrm{act(t-1,t)}}{Day\ Count\ Basis}\right)\right]$$

For which purpose:

act(t−1,t) means the number of calendar days between Target Dividend Observation Date t and t-1.

DAP_t means DAP in respect of a Target Dividend Observation Date (*t*) calculated in accordance with the provisions applicable where Target Dividend Payoff 5 is specified in the relevant Final Terms.

DAP_{t-1} means DAP_t in respect of the Target Dividend Observation Date immediately preceding Target Dividend Observation Date *(t)*.

DDL_t means the Daily Decrement Level for the Target Dividend Observation Date "t", provided that, if DDL_t is equal to 0 (zero), then DDL_t corresponding to Target Dividend Observation Date "t" and all subsequent Target Dividend Observation Dates for the relevant Share is equal to 0 (zero).

DDL_{t-1} means Daily Decrement Level_t in respect of the Target Dividend Observation Date immediately preceding Target Dividend Observation Date (*t*).

Share Price_t means the Share Price of the relevant Share on the Target Dividend Observation Date "t".

Share Price_{t-1} means Share Price_t in respect of the Target Dividend Observation Date immediately preceding Target Dividend Observation Date *(t)*.

t means each Target Dividend Observation Date "t" for the relevant Share.

Target Dividend$_t$ or **TD$_t$** means the Target Dividend for the relevant Share for the Dividend Period in which such Target Dividend Observation Date (t) falls.

- where Target Dividend Payoff 8 is specified in the relevant Final Terms and in respect of a relevant Share and each Target Dividend Observation Date (*t*), an amount determined by the Calculation Agent in accordance with the following:

  (a) where such Target Dividend Observation Date (*t*) is the Start Date (where $t = 0$), the amount specified as the Daily Decrement Level for the Start Date in the applicable Final Terms, or if no amount is specified as such in the relevant Final Terms, the Share Price of such Share on the Start Date; and

  (b) in respect of any Target Dividend Observation Date (t) falling after the Start Date, the amount determined by the Calculation Agent for such day *(t)* in accordance with the following formula:

$$\mathrm{DDL}_t = Max\left[0, \left(\mathrm{DDL}_{t-1}\ x\ \frac{\text{Share Price}_t\ x\ \mathrm{DAP}_t}{\text{Share Price}_{t-1} x\ \mathrm{DAP}_{t-1}}\right) - \left(\mathrm{TD}_t\ x\ \frac{\mathrm{act(t-1,t)}}{Day\ Count\ Basis}\right)\right]$$

  For which purpose:

  "act(t−1,t) " means the number of calendar days between Target Dividend Observation Date t and t-1.

  "DAP$_t$" means DAP in respect of a Target Dividend Observation Date (*t*) calculated in accordance with the provisions applicable where Target Dividend Payoff 8 is specified in the relevant Final Terms.

  "**DAP$_{t-1}$**" means DAP$_t$ in respect of the day immediately preceding day *(t)*.

  "**DDL$_t$**"means the Daily Decrement Level for Target Dividend Observation Date "t", provided that, if DDL$_t$ is equal to 0 (zero), then DDL$_t$ corresponding to Target Dividend Observation Date "t" and all subsequent Target Dividend Observation Date is equal to 0 (zero).

  "**DDL$_{t-1}$**" means Daily Decrement Level$_t$ in respect of the day immediately preceding Target Dividend Observation Date (*t*).

  "Share Price$_t$" means the Share Price of the relevant Share on Target Dividend Observation Date "t".

  "**Share Price$_{t-1}$**" means Price$_t$ in respect of the Target Dividend Observation Date immediately preceding Target Dividend Observation Date *(t)*.

  "t" means each Target Dividend Observation Date "t" for the relevant Share.

  Target Dividend$_t$" or "**TD$_t$**" means the Target Dividend for the relevant Share for the Dividend Period in which Target Dividend Observation Date "t" falls.

Day Count Basis means the number specified as such in the applicable Final Terms.

Dividend Adjusted Performance or **DAP** means, in respect of a Share and a day (*t*):

- where Target Dividend Payoff 3 is specified in the relevant Final Terms, an amount in the Specified Currency for such day calculated by the Calculation Agent in accordance with the following formula:

$$\text{DAP}_t = \sum_{j=Start+1}^{t} \text{Real Dividend}_j - \sum_{j=Start+1}^{t} \text{Target Dividend}_j$$

For which purpose:

DAP$_t$ means DAP in respect of a day (*t*).

Real Dividendj means (i) in respect of each day which is an Ex-Dividend Date falling during the period from (but excluding) the Start Date to (and including) such day, the Real Dividend for such day (*t*), or (ii) in respect of any other day, zero.

Start means the Start Date (*t = 0*).

Target Dividend$_j$ means (i) in respect of each day which is a Scheduled Target Dividend Deduction Date falling during the period from (but excluding) the Start Date to (and including) such day, the Target Dividend for such day (*t*), or (ii) in respect of any other day, zero;

- where Target Dividend Payoff 4 is specified in the relevant Final Terms, for any day (*t*), an amount in the Specified Currency determined by the Calculation Agent for each Ex-Dividend Date (including any Deemed Ex-Dividend Date) falling during the period from (but excluding) the Start Date to (and including) such day (*t*) (each a **Relevant Ex-Dividend Date**) calculated by the Calculation Agent in accordance with the following formula:

$$\text{DAP}_t = \sum_{j=Start+1}^{t} \text{Real Dividend}_j - \sum_{j=Start+1}^{t} \text{Target Dividend}_j$$

For which purpose:

"**DAP$_t$**" means DAP in respect of a day (*t*).

"**Real Dividend$_j$**" means, in respect of each Relevant Ex-Dividend Date falling during the period from (but excluding) the Start Date to (and including) such day (*t*), the Real Dividend for such Relevant Ex-Dividend Date.

Start means the Start Date (*t* = 0).

Target Dividend$_j$ means in respect of each Relevant Ex-Dividend Date falling during the period from (but excluding) the Start Date to (and including) such day (*t*), the Target Dividend for such Relevant Ex-Dividend Date;

- where Target Dividend Payoff 5 is specified in the relevant Final Terms, an amount calculated by the Calculation Agent in accordance with the following:

  (i) for each day (*t*) falling on or after the Start Date (where *t* = 0) but prior to the first Ex-Dividend Date falling after the Start Date, one (1); and

  (ii) for any day (*t*) thereafter, the amount determined by the Calculation Agent in accordance with either (1) or (2) below:

  - where such day (*t*) is an Ex-Dividend Date (including any Deemed Ex-Dividend Date):

- if the Real Dividend$_t$ in respect of such Ex-Dividend Date is not equal to the Target Dividend$_t$ for such Ex-Dividend Date, an amount calculated by the Calculation Agent in accordance with the following formula:

$$\mathrm{DAP}_t = \mathrm{Max}\left[0, \mathrm{DAP}_{t-1}\, x\, \frac{\mathrm{PACP}_t - \mathrm{TD}_t}{\mathrm{PACP}_t - \mathrm{RD}_t}\right]$$

- if the Real Dividend$_t$ in respect of such Ex-Dividend Date is equal to the Target Dividend$_t$ for such Ex-Dividend Date, an amount equal to DAP_{t-1} in respect of such Ex-Dividend Date.

- otherwise, an amount equal to DAP_{t-1} for such day (*t*).

for which purpose:

"**DAP$_t$**" means DAP in respect of the Start Date or day (*t*).

"**DAP$_{t-1}$**" means DAP$_t$ in respect of the day immediately preceding such day (*t*).

"**PACP$_t$**" means the Pre-Adjustment Closing Price in respect of the relevant Ex-Dividend Date.

"**Real Dividend$_t$**" or "**RD$_t$**" means the Real Dividend in respect of the relevant Ex-Dividend Date.

"**Target Dividend$_t$**" or "**TD$_t$**" means the Target Dividend in respect of the relevant Ex-Dividend Date.

- where Target Dividend Payoff 6 is specified in the relevant Final Terms, an amount calculated by the Calculation Agent in accordance with the following:

(i) where such day (*t*) is the Start Date (where $t = 0$), one (1); and

(ii) for any day (*t*) after the Start Date, the amount determined by the Calculation Agent for such day in accordance with either (1) or (2) below:

- if the Real Dividend$_t$ in respect of such day (*t*) is not equal to the Target Dividend$_t$ for such day (*t*), an amount calculated by the Calculation Agent in accordance with the following formula:

$$\mathrm{DAP}_t = \mathrm{Max}\left[0, \mathrm{DAP}_{t-1}\, x\, \frac{\mathrm{PACP}_t - \mathrm{TD}_t}{\mathrm{PACP}_t - \mathrm{RD}_t}\right]$$

- if the Real Dividend$_t$ in respect of such day (*t*) is equal to the Target Dividend$_t$ for such day (*t*), an amount equal to DAP_{t-1} in respect of such day (*t*).

for which purpose:

"**DAP$_t$**" means DAP in respect of such day (*t*).

"**DAP$_{t-1}$**" means DAP$_t$ in respect of the day immediately preceding such day (*t*).

"**PACP$_t$**" means the Pre-Adjustment Closing Price in respect of such day (*t*).

"**Real Dividend$_t$**" or "**RD$_t$**" means (i) in respect of each day (*t*) which is an Ex-Dividend Date, the Real Dividend for such day, or (ii) in respect of any other day, zero.

"**Target Dividend$_t$**" or "**TD$_t$**" means (i) in respect of each day which is a Scheduled Target Dividend Deduction Date, the Target Dividend for such day, or (ii) in respect of any other day, zero.

- where Target Dividend Payoff 7 is specified in the relevant Final Terms and in respect of a relevant Share and each Target Dividend Observation Date (*t*), an amount calculated by the Calculation Agent in accordance with the following:

  (i) where such Target Dividend Observation Date (*t*) is the Start Date (where $t = 0$), one (1); and

  (ii) for any Target Dividend Observation Date (*t*) after the Start Date, the amount determined by the Calculation Agent for such Target Dividend Observation Date *(t)*in accordance with the following formula:

$$\mathrm{DAP}_t = \mathrm{Max}\left[0, \mathrm{DAP}_{t-1}\, x\, \frac{\mathrm{PACP}_t}{\mathrm{PACP}_t - \mathrm{RD}_t}\right]$$

  for which purpose:

  "**DAP$_t$**" means DAP_t in respect of such Target Dividend Observation Date (*t*).

  "**DAP$_{t-1}$**" means DAP_t in respect of the Target Dividend Observation Date *(t)* immediately preceding such Target Dividend Observation Date (*t*).

  "**PACP$_t$**" means the Pre-Adjustment Closing Price in respect of such Target Dividend Observation Date (*t*).

  "**Real Dividend$_t$**" or "**RD$_t$**" means (i) in respect of each Target Dividend Observation Date (*t*) which is an Ex-Dividend Date, the Real Dividend for such day, or (ii) in respect of any other Target Dividend Observation Date, zero.

- where Target Dividend Payoff 8 is specified in the relevant Final Terms and in respect of a relevant Share and each Target Dividend Observation Date (*t*), an amount calculated by the Calculation Agent in accordance with the following:

  (i) where such Target Dividend Observation Date (*t*) is the Start Date (where $t = 0$), one (1); and

  (ii) for any Target Dividend Observation Date (*t*) after the Start Date, the amount determined by the Calculation Agent for such Target Dividend Observation Date *(t)* in accordance with the following formula:

$$\mathrm{DAP}_t = \mathrm{Max}\left[0, \mathrm{DAP}_{t-1}\, x\, \frac{\mathrm{CP}_t + \mathrm{RD}_t}{\mathrm{CP}_t}\right]$$

  for which purpose:

  "**CP$_t$**" means the Share Price of the relevant Share in respect of such Target Dividend Observation Date (*t*).

  "**DAP$_t$**" means DAP_t in respect of such Target Dividend Observation Date (*t*).

"**DAP_{t-1}**" means DAP_t in respect of the Target Dividend Observation Date *(t)* immediately preceding such Target Dividend Observation Date (*t*).

"**Real $Dividend_t$**" or "**RD_t**" means (i) in respect of each Target Dividend Observation Date (*t*) which is an Ex-Dividend Date, the Real Dividend for such Target Dividend Observation Date *(t)*, or (ii) in respect of any other Target Dividend Observation Date, zero.

Dividend Period means, in respect of a Share, each period from (but excluding) a Dividend Period Start Date to (and including) a Dividend Period End Date, in each case, as specified for such Share in the relevant Final Terms.

Dividend Screen Page means, in respect of a Share, the display page, other published source, information vendor or provider specified for such Share in the relevant Final Terms (or any successor display page, other published source, information vendor or provider determined by the Calculation Agent).

Ex-Dividend Date means, with respect to a Share and an Actual Dividends, the first date on which the Shares trade on the relevant Exchange without the right to receive such Actual Dividend, as specified for that Share on the relevant Dividend Screen Page, provided that where Target Dividend Payoff 3 or Target Dividend Payoff 4 is specified and no Ex-Dividend Date has otherwise occurred in any Dividend Period, an Ex-Dividend Date shall be deemed to occur on the Dividend Period End Date for such Dividend Period (the **Deemed Ex-Dividend Date**).

Pre-Adjustment Closing Price or **PACP** means, in respect of a Share and:

(i) where Target Dividend Payoff 3, Target Dividend Payoff 4, Target Dividend Payoff 5 or Target Dividend Payoff 6 is specified in the relevant Final Terms, an Ex-Dividend Date in respect of such Share or a day (*t*), the Share Price of such Share on the first Scheduled Trading Day which is not a Disrupted Day immediately preceding such Ex-Dividend Date or such day (*t*), as applicable; and

(ii) where Target Dividend Payoff 7 or Target Dividend Payoff 8 is specified in the relevant Final Terms, a Target Dividend Observation Date *(t)*, the Share Price of such Share on the first Target Dividend Observation Date immediately preceding such Target Dividend Observation Date *(t)*.

$Fixing_{(0)}$ means in respect of the Relevant $Underlying_{(i)}$ (i) its Closing Value determined on the Start Date, (ii) a percentage of its Closing Value determined on the Start Date, or (iii) an amount specified as such in the applicable Final Terms.

$Fixing_{(t)}$ means the Closing Value of the Relevant $Underlying_{(i)}$ on any $Business\ Day_{(t)}$ between the Start Date (excluded) and the Determination Date (included).

Gross $Dividend_{(i)}$ means in respect of an Relevant $Underlying_{(i)}$, an amount per share of Relevant $Underlying_{(i)}$ as declared by the issuer of Relevant Underlying and as specified on the relevant Dividend Screen Page, before the withholding or deduction of taxes at source by or on behalf of any applicable authority having power to tax in respect of such a dividend (an **Applicable Authority**), and shall exclude:

(a) any imputation or other credits, refunds or deductions granted by an Applicable Authority (together, the **Credits**); and

(b) any taxes, credits, refunds or benefits imposed, withheld, assessed or levied on the Credits referred to in (a) above.

If the issuer of the Relevant Underlying$_{(i)}$ does not declare a cash value of such dividend, an amount determined by the Calculation Agent on the basis of the closing price of the share comprising such stock dividend as published by the relevant primary exchange on the Ex-Dividend Date (the **Stock Dividend Closing Price**). If the Stock Dividend Closing Price is not available for any reason, the Gross Dividend$_{(i)\,(t)}$ shall be determined by the Calculation Agent.

The applicable Final Terms will specify whether extraordinary or special dividend are "Included" or "Excluded" for the purposes of the determination of the Gross Dividend.

Initial Reference Value Determination Date means the date specified as such in the applicable Final Terms, or, if none is specified, the Strike Date for such Share.

Scheduled Target Dividend Deduction Date means, in respect of a Share and a Target Dividend, each date specified as such for such Share in the relevant Final Terms.

Share Price means on any relevant day, subject as provided in Condition 9 (*Provisions Relating to Securities-Linked Notes*), the Closing Value of the relevant Share quoted on the relevant Exchange as determined by the Calculation Agent on such day.

Start Date means the date specified as such in the applicable Final Terms, or, if none is specified, the Strike Date for such Share.

Target Dividend or **TD** means:

(i) where Target Dividend Payoff 1 or Target Dividend Payoff 2 is specified in the applicable Final Terms, in respect of a Share, the amount specified for such Share in the relevant Final Terms; or

(ii) where Target Dividend Payoff 3 or Target Dividend Payoff 6 is specified in the applicable Final Terms, in respect of a Share and a Scheduled Target Dividend Deduction Date for such Share, the amount specified for such Share and such Scheduled Target Dividend Deduction Date in the relevant Final Terms; or

(iii) where Target Dividend Payoff 4 or Target Dividend Payoff 5 is specified in the applicable Final Terms, (i) in respect of a Share and the first Ex-Dividend Date in any Dividend Period (regardless of whether such Ex-Dividend Date is a Deemed Ex-Dividend Date), the amount specified for such Share and such Dividend Period in the relevant Final Terms, and (ii) otherwise, zero, or

(iv) where Target Dividend Payoff 7 or Target Dividend Payoff 8 is specified in the applicable Final Terms, (i) in respect of a Share, the amount specified for such Share and such Dividend Period in the relevant Final Terms, and (ii) otherwise, zero

in each case, multiplied by the relevant Applicable Percentage.

Target Dividend Observation Date means, in respect of a Dividend Period and a Share, each Scheduled Trading Day in such Dividend Period provided that if "Target Dividend Observation Date subject to Valuation Date adjustment" is specified to be applicable in respect of such date in the relevant Final Terms, then, for the purposes of the determination of the Share Price of the Share for such Scheduled Trading Day only, such date shall be subject to adjustment in accordance with Condition 9 (*Provisions Relating to Securities-Linked Notes*) as if such day were a Valuation Date.

t means any Business Day between the Start Date (excluded) and the Determination Date (included).

t-1 means the immediate Business Day preceding the Business Day$_{(t)}$.

X means the number of calendar days between Business Days$_{(t)}$ and Business Days$_{(t-1)}$.

For the avoidance of doubt:

- "Closing Value with Dividend Adjusted Performance" shall only be applicable in respect of Relevant Underlying(s) which are Shares;
- where the Initial Reference Value is determined using the "Closing Value with Dividend Adjusted Performance" then such value shall be determined on the Initial Reference Value Determination Date; and
- the Relevant Underlying Value for the date (t) equal to 0 will be equal to Fixing(0).

17. If **Strategy Calculation** is specified in the applicable Final Terms, the Relevant Underlying Value will be the value determined by the Determination Agent to be equal to the greater of 0 and the result of the following calculation:

(a) if Closing Value is specified in the applicable Final Terms:

Strategy Level(t)= Strategy Level(t-1)* [Closing Value(t)/Closing Value(t-1)] - (Pre-Defined Dividend*Daycount/ Day Count Basis)

(b) if Opening Value is specified in the applicable Final Terms:

Strategy Level(t)= Strategy Level(t-1)* [Opening Value(t)/Opening Value(t-1)] - (Pre-Defined Dividend*Daycount/ Day Count Basis)

(c) if Intraday Value is specified in the applicable Final Terms:

Strategy Level(t)= Strategy Level(t-1)* [Intraday Value(t)/Intraday Value(t-1)] - (Pre-Defined Dividend*Daycount/ Day Count Basis)

where:

Closing Value, Opening Value and **Intraday Value** each has the meaning given to it in these Value Determination Terms;

Closing Value(t) means the Closing Value of the Relevant Underlying on the relevant Observation Date(t);

Daycount means the number of calendar days between Observation Date(t-1) (excluded) and Observation Date(t) (included);

Day Count Basis means the number specified as such in the applicable Final Terms;

Intraday Value(t) means the Intraday Value of the Relevant Underlying on the relevant Observation Date(t);

Observation Dates(t) means the dates specified as such in the applicable Final Terms;

Opening Value(t) means the Opening Value of the Relevant Underlying on the relevant Observation Date(t);

Pre-Defined Dividend means a number or a percentage specified in the applicable Final Terms;

Strategy Level$_{(0)}$ means a number or percentage specified as such in the applicable Final Terms as the Initial Reference Value;

t means any Business Day between the Strike Date (excluded) and the Determination Date (included); and

t-1 means the immediate Business Day preceding (t).

For the avoidance of doubt, this Value Determination Term is only applicable with respect to the determination of the Final Reference Value.

Section 3
Performance Determination Terms

Where the performance of the Relevant Underlying is to be determined for the purposes of determining any Interest Amount, any Early Redemption Amount or the Final Redemption Amount for the Linked Notes of any Series, the value of such performance will be determined applying the provisions of one or more of the paragraphs set out below in this Section 3 (each **Performance Determination Terms**) as specified in the applicable Final Terms. For the purposes of such provisions, **Performance Determination Date** means, as applicable, the Interest Determination Date, Valuation Date or Determination Date as of which performance is to be determined and which falls within the Applicable Period **provided that**, in the case of Securities-Linked Notes, Fund-Linked Notes and Futures Contract-Linked Notes (i) if any such date is not a Scheduled Trading Day or a Fund Business Day (as applicable), the relevant Performance Determination Date shall (A) in the case of Securities-Linked Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day; or (B) in the case of Fund-Linked Notes, be the next succeeding Fund Business Day or, if either "Common Fund Business Days and Common Disrupted Days" or "Common Fund Business Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Fund Business Day; (C) in the case of Futures Contract-Linked Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day or (D) in the case of Combination Basket Notes, be the next succeeding Scheduled Trading Day or, if either "Common Scheduled Trading Days and Common Disrupted Days" or "Common Scheduled Trading Days and Individual Disrupted Days" is specified to be applicable in the relevant Final Terms, the next succeeding Common Scheduled Trading Day, and (ii) if any Performance Determination Date is a Disrupted Day, the provisions of, as applicable, Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), 12.1 (*Market Disruption, Reference Dates and Averaging Dates*), 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) and Condition 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), shall apply *mutatis mutandis* as if such Performance Determination Date were a Reference Date. For the purposes of such provisions, **Applicable Period** means the period which shall begin on the Issue Date and end on the Maturity Date, unless otherwise specified in the applicable Final Terms.

For the purposes of the Performance Determination Terms:

Cap means, if specified as applicable in the Final Terms, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage). If Cap is specified as "Not Applicable" in the Final Terms, any reference to Cap in any formula or calculation in respect of the relevant Notes shall be deemed not applicable and shall be disregarded;

Floor means, if specified as applicable in the Final Terms, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage). If Floor is specified as "Not Applicable" in the Final Terms, any reference to Floor in any formula or calculation in respect of the relevant Notes shall be deemed not applicable and shall be disregarded;

j means a number of year between the Strike Date and the Performance Determination Date;

Performance Rate means the percentage rate specified as such in the applicable Final Terms;

Strike means the number specified as such in the applicable Final Terms, **provided that** if no number is indicated, the Strike shall be 1;

Synthetic Dividends Level means a level specified in the applicable Final Terms;

1. Basic Performance ..... 334~~331~~
2. Capped Performance ..... 335~~332~~
3. Floored Performance ..... 335~~332~~
4. Capped & Floored Performance ..... 335~~332~~
5. Absolute Basic Performance ..... 336~~333~~
6. Absolute Capped Performance ..... 336~~333~~
7. Absolute Floored Performance ..... 336~~333~~
8. Absolute Capped & Floored Performance ..... 337~~334~~
9. Basic performance with synthetic dividends ..... 337~~334~~
10. Selected Average Basic Performance ..... 338~~335~~
11. Selected Average Individually Capped Performance ..... 339~~336~~
12. Selected Average Individually Floored Performance ..... 339~~336~~
13. Selected Average Individually Capped & Floored Performance ..... 339~~336~~
14. Selected Average Global Capped Performance ..... 341~~338~~
15. Selected Average Global Floored Performance ..... 341~~338~~
16. Selected Average Global Capped & Floored Performance ..... 341~~338~~
17. Selected Absolute Average Basic Performance ..... 342~~339~~
18. Selected Absolute Average Individually Capped Performance ..... 342~~339~~
19. Selected Absolute Average Individually Floored Performance ..... 342~~339~~
20. Selected Absolute Average Individually Capped & Floored Performance ..... 343~~340~~
21. Selected Absolute Average Global Capped Performance ..... 343~~340~~
22. Selected Absolute Average Global Floored Performance ..... 344~~341~~
23. Selected Absolute Average Global Capped & Floored Performance ..... 344~~341~~
24. Best of – Non Equally Weighted Average Performance ..... 344~~341~~
25. Worst of – Non Equally Weighted Average Performance ..... 345~~342~~
26. Selection of – Non Equally Weighted Average Performance ..... 345~~342~~
27. Selection of – Non Equally Weighted Average Performance with synthetic dividends ..... 345~~342~~
28. Basket Components Individual Valuation ..... 346~~343~~

Performance Determination Terms for Notes linked to a single Share, Index, ETF Interest, Inflation Index, Fund Interest, Futures Contract

For the purposes of the Performance Determination Terms for Notes linked to a single Share, Index, ETF Interest, Inflation Index, Fund Interest, Futures Contract:

Final Reference Value means the Relevant Underlying Value as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms; and

Initial Reference Value means, as specified in the applicable Final Terms, either the value specified as such in the applicable Final Terms or the Relevant Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms.

1. **Basic Performance**

If "Basic Performance" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = Performance\ Rate \times \left(\frac{Final\ Reference\ Value}{Initial\ Reference\ Value} - \text{Strike}\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \left(\text{Strike} - \frac{\text{Final Reference Value}}{\text{Initial Reference Value}}\right)$$

2. **Capped Performance**

If "Capped Performance" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate x Min} \left(\text{Cap}; \frac{\text{Final Reference Value}}{\text{Initial Reference Value}} - \text{Strike}\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate x Min} \left(\text{Cap}; \text{Strike} - \frac{\text{Final Reference Value}}{\text{Initial Reference Value}}\right)$$

3. **Floored Performance**

If "Floored Performance" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \text{Max} \left(\text{Floor}; \frac{\text{Final Reference Value}}{\text{Initial Reference Value}} - \text{Strike}\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \text{Max} \left(\text{Floor}; \text{Strike} - \frac{\text{Final Reference Value}}{\text{Initial Reference Value}}\right)$$

4. **Capped & Floored Performance**

If "Capped & Floored Performance" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \text{Min} \left(\text{Cap}; \text{Max} \left[\text{Floor}; \frac{\text{Final Reference Value}}{\text{Initial Reference Value}} - \text{Strike}\right]\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\text{Performance} = \text{Performance Rate} \times \text{Min}\left(\text{Cap; Max [Floor; Strike - } \frac{\text{Final Reference Value}}{\text{Initial Reference Value}}\text{]}\right)$$

5. **Absolute Basic Performance**

If "Absolute Basic Performance" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the Strike):

$$\text{Performance} = \text{Performance Rate} \times \left| \frac{\text{Final Reference Value}}{\text{Initial Reference Value}} - \text{Strike} \right|$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the resultant from the Strike):

$$\text{Performance} = \text{Performance Rate} \times \left| \text{Strike} - \frac{\text{Final Reference Value}}{\text{Initial Reference Value}} \right|$$

.

6. **Absolute Capped Performance**

If "Absolute Capped Performance" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the Strike):

$$\text{Performance} = \text{Performance Rate} \times \text{Min}\left[\text{Cap; } \left| \left(\frac{\text{Final Reference Value}}{\text{Initial Reference Value}} - \text{Strike}\right) \right|\right]$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$\text{Performance} = \text{Performance Rate} \times \text{Min}\left[\text{Cap; } \left| \left(\text{Strike} - \frac{\text{Final Reference Value}}{\text{Initial Reference Value}}\right) \right|\right]$$

7. **Absolute Floored Performance**

If "Absolute Floored Performance" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the Strike):

$$\text{Performance} = \text{Performance Rate} \times \text{Max}\left(\text{Floor; } \left| \left(\frac{\text{Final Reference Value}}{\text{Initial Reference Value}} - \text{Strike}\right) \right|\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$\text{Performance} = \text{Performance Rate} \times \text{Max}\left(\text{Floor}; \left|\left(\text{Strike} - \frac{\text{Final Reference Value}}{\text{Initial Reference Value}}\right)\right|\right)$$

8. **Absolute Capped & Floored Performance**

If "Absolute Capped & Floored Performance" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the Strike):

$$\text{Performance} = \text{Performance Rate} \times \text{Min}\left(\text{Cap}; \text{Max}\left[\text{Floor}; \left|\left(\frac{\text{Final Reference Value}}{\text{Initial Reference Value}} - \text{Strike}\right)\right|\right]\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$\text{Performance} = \text{Performance Rate} \times \text{Min}\left(\text{Cap}; \text{Max}\left[\text{Floor}; \left|\left(\text{Strike} - \frac{\text{Final Reference Value}}{\text{Initial Reference Value}}\right)\right|\right]\right)$$

9. **Basic performance with synthetic dividends**

If "Basic performance with synthetic dividends" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value by the Initial Reference Value and the subsequent subtraction of the Strike):

$$Performance = Performance\ Rate \times \left(\frac{Final\ Reference\ Value}{Initial\ Reference\ Value}\right) x(1 - synthetic\ dividends\ level)^{j} - \text{Strike}$$

Selected Average Performance Determination Terms for Notes linked to a Relevant Underlying which is a basket (referred to below as the Basket**) consisting of a number of components (with each such component of the Basket, as specified in the Final Terms, being a** Basket Component**)**

For the purposes of the Selected Average Performance Determination Terms for Notes linked to a Relevant Underlying which is a Basket:

Cap$_i$ means, in respect of any Selected Basket Component$_i$, the value specified as such in the applicable Final Terms;

Floor$_i$ means, in respect of any Selected Basket Component$_i$, the value specified as such in the applicable Final Terms;

Final Reference Value, for any Basket Component, means the Relevant Underlying Value in respect of such Basket Component as of the relevant Performance Determination Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms and **Final Reference Value$_i$** means such value in respect of the relevant Selected Basket Component;

Initial Reference Value, for any Basket Component, means, as specified in the applicable Final Terms, either the value specified as such in the applicable Final Terms or the Relevant Underlying Value in respect of such Basket Component as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms and **Initial Reference Value$_i$** means such value in respect of the relevant Selected Basket Component.***i*** is a series of numbers from one to *n*, each representing a Selected Basket Component;

n means the number of Selected Basket Components in the Basket;

Selected Basket Component means the Basket Components determined by the Determination Agent as follows:

(a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Initial Reference Value, starting with the Basket Component with the *highest* such value (Basket Component 1) and ending with the Basket Component with the *lowest* such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and

(b) by selecting the numbered Basket Components corresponding to the numbers specified for the Selected Basket Components in the applicable Final Terms in the format "J = …" (so that, for example, where there are 10 Basket Components and the Selected Basket Components are identified as "J=1, 2…5" in the applicable Final Terms, the Selected Basket Components will comprise the 5 first Basket Components numbered 1 to 5),

where "J" is a number from 1 to N denoting one of the Basket Components numbered as described in **Error! Reference source not found.**~~**Error! Reference source not found.**~~ and selected as described in **Error! Reference source not found.**~~**Error! Reference source not found.**~~ and "N" is the total number of Basket Components.

For the avoidance, (i) if "Best of – Non Equally Weighted Average Performance" is specified in the applicable Final Terms, the Basket Performance will be determined solely by reference to the best performing Basket Component (in which case the Applicable Weighting of the best performing Basket Component will be 100%) or the best performing Basket Component(s) (in which case the Applicable Weighting of each of these best performing Basket Components will be as indicated in the Final Terms), as the case may be, without taking into account the performance of the other Basket Components, or (ii) if "Worst of – Non Equally Weighted Average Performance" is specified in the applicable Final Terms, the Basket Performance will be determined solely by reference to the worst performing Basket Component (in which case the Applicable Weighting of the worst performing Basket Component will be 100%) or the best performing Basket Component (in which case the Applicable Weighting of each of these best performing Basket Components will be as indicated in the Final Terms), as the case may be, without taking into account the performance of the other Basket Components;

W$_i$ or **Relevant Weighting** means, for any Selected Basket Component, the value specified as the Weighting for such Selected Basket Component in the applicable Final Terms;

10. **Selected Average Basic Performance**

If "Selected Average Basic Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\boldsymbol{Performance} = \sum_{\boldsymbol{i=1}}^{\boldsymbol{n}} \frac{\mathbf{1}}{\boldsymbol{n}} \left\{ \boldsymbol{Performance\ Rate} \times \left(\frac{\boldsymbol{Final\ Reference\ Value_i}}{\boldsymbol{Initial\ Reference\ Value_i}} - \mathbf{Strike} \right) \right\}$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\boldsymbol{Performance} = \sum_{\boldsymbol{i=1}}^{\boldsymbol{n}} \frac{\mathbf{1}}{\boldsymbol{n}} \left\{ \boldsymbol{Performance\ Rate} \times \left(\mathbf{Strike} - \frac{\boldsymbol{Final\ Reference\ Value_i}}{\boldsymbol{Initial\ Reference\ Value_i}} \right) \right\}$$

11. **Selected Average Individually Capped Performance**

If "Selected Average Individually Capped Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = \sum_{i=1}^{n} \frac{1}{n} \left(Performance\ Rate \times Min\ \left[Cap_i;\ \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike} \right] \right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = \sum_{i=1}^{n} \frac{1}{n} \left(Performance\ Rate \times Min\ \left[Cap_i;\ Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} \right] \right)$$

12. **Selected Average Individually Floored Performance**

If "Selected Average Individually Floored Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = \sum_{i=1}^{n} \frac{1}{n} \left(Performance\ Rate \times Max\ \left[Floor_i;\ \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike} \right] \right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = \sum_{i=1}^{n} \frac{1}{n} \left(Performance\ Rate \times Max\ \left[Floor_i;\ Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} \right] \right)$$

13. **Selected Average Individually Capped & Floored Performance**

If "Selected Average Individually Capped & Floored Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = \sum_{i=1}^{n} \frac{1}{n} \; Performance\ Rate \times Min\left(Cap_i;\ Max\left[Floor_i;\ \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right]\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = \sum_{i=1}^{n} \frac{1}{n} \; Performance\ Rate \times Min\left(Cap_i;\ Max\left[Floor_i;\ Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right]\right)$$

14. **Selected Average Global Capped Performance**

If "Selected Average Global Capped Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = Min\left[Cap;\ \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)\right)\right]$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = Min\left[Cap;\ \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)\right)\right]$$

15. **Selected Average Global Floored Performance**

If "Selected Average Global Floored Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = Max\left[Floor;\ \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)\right)\right]$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = Max\left[Floor;\ \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)\right)\right]$$

16. **Selected Average Global Capped & Floored Performance**

If "Selected Average Global Capped & Floored Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = Min\left[Cap; Max\left[Floor;\ \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)\right)\right]\right]$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = Min\left[Cap; Max\left[Floor;\ \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)\right)\right]\right]$$

17. **Selected Absolute Average Basic Performance**

If "Selected Absolute Average Basic Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the Strike):

$$Performance = \sum_{i=1}^{n} \frac{1}{n}\left(Performance\ Rate \times \left|\left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)\right|\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$Performance = \sum_{i=1}^{n} \frac{1}{n}\left(Performance\ Rate \times \left|\left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)\right|\right)$$

18. **Selected Absolute Average Individually Capped Performance**

If "Selected Absolute Average Individually Capped Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the Strike):

$$Performance = \sum_{i=1}^{n} \frac{1}{n}\left(Performance\ Rate \times Min\left[Cap_i;\ \left|\left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)\right|\right]\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$Performance = \sum_{i=1}^{n} \frac{1}{n}\left(Performance\ Rate \times Min\left[Cap_i;\ \left|\left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)\right|\right]\right)$$

19. **Selected Absolute Average Individually Floored Performance**

If "Selected Absolute Average Individually Floored Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the Strike):

$$Performance = \sum_{i=1}^{n} \frac{1}{n} \left(Performance\ Rate \times Max \left[Floor_i;\ \left| \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike} \right) \right| \right] \right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$Performance = \sum_{i=1}^{n} \frac{1}{n} \left(Performance\ Rate \times Max \left[Floor_i;\ \left| \left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} \right) \right| \right] \right)$$

20. **Selected Absolute Average Individually Capped & Floored Performance**

If "Selected Absolute Average Individually Capped & Floored Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the Strike):

$$\sum_{i=1}^{n} \frac{1}{n} \left(Performance\ Rate \times Min \left[Cap_i;\ Max \left[Floor_i;\ \left| \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike} \right) \right| \right] \right] \right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$\sum_{i=1}^{n} \frac{1}{n} \left(Performance\ Rate \times Min \left[Cap_i;\ Max \left[Floor_i;\ \left| \left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} \right) \right| \right] \right] \right)$$

21. **Selected Absolute Average Global Capped Performance**

If "Selected Absolute Average Global Capped Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the Strike):

$$Performance = Min \left[Cap; \sum_{i=1}^{n} \frac{1}{n} \left(Performance\ Rate \times \left| \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike} \right) \right| \right) \right]$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$Performance = Min\left[Cap; \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left|\left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)\right|\right)\right]$$

22. **Selected Absolute Average Global Floored Performance**

If "Selected Absolute Average Global Floored Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the Strike):

$$Performance = Max\left[Floor; \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left|\left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)\right|\right)\right]$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$Performance = Max\left[Floor; \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left|\left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)\right|\right)\right]$$

23. **Selected Absolute Average Global Capped & Floored Performance**

If "Selected Absolute Average Global Capped & Floored Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the Strike):

$$Performance = Min\left[Cap; Max\left[Floor; \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left|\left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)\right|\right)\right]\right]$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula (treating as an absolute value any negative value resulting from the division of the Final Reference Value$_i$ by the Initial Reference Value and the subsequent subtraction of the resultant value from the Strike):

$$Performance = Min\left[Cap; Max\left[Floor; \sum_{i=1}^{n}\frac{1}{n}\left(Performance\ Rate \times \left|\left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)\right|\right)\right]\right]$$

24. **Best of – Non Equally Weighted Average Performance**

If "Best of – Non Equally Weighted Average Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = \sum_{i=1}^{n} W_i \times Performance\ Rate\ x\ \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$Performance = \sum_{i=1}^{n} W_i \times Performance\ Rate\ x\ \left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)$$

25. **Worst of – Non Equally Weighted Average Performance**

If "Worst of – Non Equally Weighted Average Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

(a) Unless "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\sum_{i=1}^{n} W_i\ x\ Performance\ Rate\ \times \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\sum_{i=1}^{n} W_i\ x\ Performance\ Rate\ \times \left(Strike - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)$$

26. **Selection of – Non Equally Weighted Average Performance**

If "Selection of – Non Equally Weighted Average Performance" is specified in the applicable Final Terms, the Performance in respect of the Basket will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$\sum_{i=1}^{n} W_i\ \times\ Performance\ Rate\ \times \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i} - \text{Strike}\right)$$

(b) If "**Put Performance**" is specified as being applicable, in accordance with the following formula:

$$\sum_{i=1}^{n} W_i\ \times\ Performance\ Rate\ \times \left(\text{Strike} - \frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)$$

27. **Selection of – Non Equally Weighted Average Performance with synthetic dividends**

If "Selection of – Non Equally Weighted Average Performance with synthetic dividends" is specified in the applicable Final Terms, the Performance will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the following formula:

$$Performance = [\sum_{i=1}^{n} W_i \times \left(\frac{Final\ Reference\ Value_i}{Initial\ Reference\ Value_i}\right)]x(1 - synthetic\ dividends\ level)^j - \text{Strike}$$

28. **Basket Components Individual Valuation**

If "*Basket Components Individual Valuation*" is specified in the applicable Final Terms, the Performance of each Basket Component will be determined by the Determination Agent as of the relevant Performance Determination Date in accordance with the Basic Performance Determination Terms specified as applicable in the applicable Final Terms.

Basic Performance Determination Terms means Basic Performance, Capped Performance, Floored Performance, Capped & Floored Performance, Absolute Basic Performance, Absolute Capped Performance, Absolute Floored Performance, Absolute Capped & Floored Performance or Basic performance with synthetic dividends, as specified as applicable in the applicable Final Terms, provided that all references to the "Relevant Underlying Value" in the definition of these Basic Performance Determination Terms shall be deemed replaced by references to a "Basket Component".

Section 4
Interest Provisions

Where the Securities-Linked, Currency-Linked, Inflation-Linked, Fund-Linked, Futures Contract-Linked or Rate-Linked Interest Note Provisions are applicable as specified in the applicable Final Terms, interest payable in relation to the Linked Notes of the relevant Series shall be determined applying the provisions of one or more of the paragraphs set out below in this Section 4 (each **Interest Provision**) as specified in the applicable Final Terms. Notwithstanding anything to the contrary, the "*Structured Spread Rate Coupon*" provisions will only apply with respect to Floating Rate Notes and "*Knock-Out Event*" may be used in combination with any Interest Provision if stipulated as "Applicable" in the applicable Final Terms.

1. Fixed Coupon 350347
2. Capitalised Fixed Coupon 350347
3. Non Memory Barrier Conditional Coupon 350347
4. Memory Barrier Conditional Coupon 353350
5. Participation & Barrier(s) Conditional Coupon 354351
6. Lock in Non Memory Barrier Conditional Coupon 355353
7. Lock in Memory Barrier Conditional Coupon 357354
8. Capitalised Non Memory Barrier Conditional Coupon 358355
9. Capitalised Memory Barrier Conditional Coupon 359356
10. Capitalised Participation & Barrier Conditional Coupon 360357
11. Capitalised Lock in Non Memory Barrier Conditional Coupon 361358
12. Capitalised Lock in Memory Barrier Conditional Coupon 362359
13. Basic Participation Coupon 363360
14. Locked Participation Coupon 365362
15. Capitalised Basic Participation Coupon 365362
16. Capitalised Locked Participation Coupon 366363
17. Cumulative Participation Inflation Coupon 366363
18. Range Accrual Coupon Categories 367364
19. IRR Coupon 373365
20. Locked IRR Coupon 373365
21. Level Conditional Coupon 374366
22. Memory or Non Memory Double Barrier Conditional Coupon – Option 1 374366
23. Non Memory Double Barrier Conditional Coupon – Option 2 376368
24. Non Memory Double Barrier Conditional Coupon – Option 3 377370
25. Conditional Coupon – Barrier or Surperformance 379371
26. Coupon with Reserve 380373
27. Budget Barrier Conditional Coupon 381373
28. Modified Locked IRR Coupon 382374
29. Structured Spread Rate Coupon 383375
30. Booster Participation Coupon 383376
31. Cappuccino Coupon 384377
32. Serenity Coupon 385378
33. Knock-Out Event Coupon 387379

For the purposes of Interest Provisions:

p means the number of Basket Components;

Interest Determination Date(s) means the date(s) specified as such in the applicable Final Terms, subject to adjustment in accordance with Condition 9.1 (Valuation, Market Disruption, Reference Dates and Averaging Dates), Condition 12.1 (Market Disruption, Reference Dates and Averaging Dates), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be) ;

Period End Dates means the Interest Determination Dates and each date specified as an additional Period End Date in the applicable Final Terms;

Redemption Date means the Maturity Date or, (i) if Automatic Early Redemption Event (as defined in Condition 16.12 or Section 5 (*Early Redemption Terms*) of the Additional Terms and Conditions) is specified in the applicable Final Terms as being applicable and if an Automatic Early Redemption Event occurs, the Automatic Early Redemption Date (as defined in Condition 16.12 (*Automatic Early Redemption Event*) or Section 5 (*Early Redemption Terms*) of the Additional Terms and Conditions); (ii) if Call Option is specified in the applicable Final Terms as being applicable and (x) such Call Option has been exercised by the Issuer as specified in Condition 16.4 (*Redemption at the Option of the Issuer*), the relevant Optional Redemption Date (Call) or (y) the Notes shall be redeemed by the Issuer as specified in Condition 16.5 (*Model-based redemption*), the relevant Model-based Redemption Date (Call), (iii) if Put Option is specified in the applicable Final Terms as being applicable and such Put Option has been exercised by the Noteholder as specified in Condition 16.8 (*Redemption at the Option of Noteholders*), the Optional Redemption Date (Put), (iv) in case of early redemption pursuant to Condition 20 (*Events of Defaults*), the Early Redemption Date or (v) the date on which the Notes are redeemed pursuant to Condition 16.2 (*Tax Redemption*) or Condition 21 (*Illegality and Regulatory Event*);

Restructuring Observation Date(s) means the date(s) specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 9.1 (Valuation, Market Disruption, Reference Dates and Averaging Dates), Condition 12.1 (Market Disruption, Reference Dates and Averaging Dates), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be), which apply *mutatis mutandis* as if such Restructuring Observation Date were an Interest Determination Date;

NPED means, as of any Interest Determination Date, the number of Period End Dates that have occurred (including such Interest Determination Date) as determined by the Determination Agent;

Cap means, if specified as applicable in the Final Terms, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage). If Cap is specified as "Not Applicable" in the Final Terms, any reference to Cap in any formula or calculation in respect of the relevant Notes shall be deemed not applicable and shall be disregarded;

Rebate Percentage means the value (expressed as a percentage) specified as such in the applicable Final Terms;

First Interest Determination Date means the date specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 9.1 (Valuation, Market Disruption, Reference Dates and Averaging Dates), Condition 12.1 (Market Disruption, Reference Dates and Averaging Dates), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be), which apply *mutatis mutandis* as if such First Interest Determination Date were an Interest Determination Date;

First Interest Payment Date means the date specified as such in the applicable Final Terms;

First Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms;

Second Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms.

Minimum Rate means a rate expressed as a percentage as specified in the applicable Final Terms;

Restructuring Barrier Value means, in respect of each Restructuring Observation Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage);

Lock in Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms, which may be expressed as a single value, as a mathematical formula or as a percentage;

First Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms which may be expressed as a single value or as a percentage;

Second Coupon Barrier Value means, if applicable, for each Interest Determination Date, the value specified as such in the applicable Final Terms which may be expressed as a single value, or as a percentage;

Initial Reference Value means, as specified in the applicable Final Terms, either the value specified as such in the applicable Final Terms or the Relevant Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms;

Fixed Interest Provisions:

1. **Fixed Coupon**

If "Fixed Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay a fixed amount of interest in respect of the Notes on each Interest Payment Date.

If "Fixed Coupon" is applicable as specified in the applicable Final Terms, the Issuer shall pay interest on the Notes on each Interest Payment Date in an amount per Calculation Amount equal to the Coupon Amount determined by the Determination Agent as of the relevant Interest Determination Date immediately preceding such Interest Payment Date in accordance with the following formula:

Coupon Amount = Coupon Rate x Calculation Amount

Where **Coupon Rate** means, for the relevant Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms.

The Coupon Amount determined as being payable in accordance with this paragraph 1 shall be referred to in these Conditions as the **Fixed Coupon Amount**.

2. **Capitalised Fixed Coupon**

If "Capitalised Fixed Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay on the Redemption Date interests in respect of the Notes equal to the sum of the Coupon Amounts determined on each Interest Determination Date.

The Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the **Total Coupon Amount**.

Total Coupon Amount means the sum of the Coupon Amounts on each Interest Determination Date, as determined by the Determination Agent.

Coupon Amount means, for an Interest Determination Date:

Coupon Amount = Coupon Rate x Calculation Amount

Where **Coupon Rate** means, for the relevant Interest Determination Date, the percentage rate specified as such in the applicable Final Terms.

The Coupon Amount determined to be due in accordance with this paragraph 2 shall be referred to in these Terms and Conditions as the **Capitalised Fixed Coupon Amount**.

Barrier Conditional Interest Provisions

3. **Non Memory Barrier Conditional Coupon**

If "Non Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay an amount of interest in respect of the Notes on each Interest Payment Date, in each case conditional on the performance of the Relevant Underlying as of the or one of the relevant Interest Determination Dates being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value. If such condition is not satisfied, no such interest will be payable.

If, "Additional Non Memory Barrier Conditional Coupon" is also applicable as specified in the applicable Final Terms, the Issuer will also pay an amount of interest in respect of the Notes on each Interest Payment Date immediately following an Additional Interest Determination Date, in each case conditional on the performance of the Relevant Underlying as of the or one of the relevant Additional Interest Determination Dates being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value. If such condition is not satisfied, no such interest will be payable.

If "Bonus Coupon" is applicable as specified in the applicable Final Terms, in addition to any interest payable as calculated in accordance with the previous paragraphs, the Issuer will also pay interest in respect of the Notes on the earliest of the dates specified as the "Redemption Date", calculated as of each Bonus Coupon Interest Determination Date by the Determination Agent as being an amount which is a percentage multiplied by the total amount of interest determined in respect of the Notes on preceding Interest Determination Dates and, if specified as applicable, Additional Interest Determination Dates or Bonus Coupon Interest Determination Dates.

If "Non Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, and if the Relevant Underlying Performance as of the or one of the Interest Determination Dates is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date, the Issuer will on the immediately following Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

Coupon Amount = Coupon Rate × Calculation Amount

Save for any amount payable in accordance with the following provision of this Paragraph 3, if applicable, no interest will otherwise be payable on the Notes on an Interest Payment Date.

If **Additional Non Memory Barrier Conditional Coupon** is also applicable as specified in the applicable Final Terms, and if the Relevant Underlying Performance as of any Additional Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Additional Coupon Barrier Value for such Additional Interest Determination Date, the Issuer will on the immediately following Interest Payment Date pay interest on the Notes (in addition to any interest payable in accordance with the foregoing provision of this Paragraph 3) in an amount per Calculation Amount (the **Additional Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

Additional Coupon Amount = Additional Coupon Rate × Calculation Amount

If "**Bonus Coupon**" is applicable as specified in the applicable Final Terms, and if the Relevant Underlying Performance as of each Bonus Coupon Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Bonus Coupon Barrier Value, the Issuer will, on the Redemption Date, and in addition to any other amounts which may be payable on such date, pay interest on the Notes in an amount per Calculation Amount (the **Bonus Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

Bonus Coupon Amount = Specified Rate × Prior Coupon Amount

The Coupon Amount and any Additional Coupon Amount or Bonus Coupon Amount determined as being payable in accordance with this Paragraph 3 shall be referred to in these Conditions as the **Non-Memory Barrier Conditional Coupon Amount**.

Save for any amount payable pursuant to any of the foregoing provisions, no interest will otherwise be payable on the Notes on an Interest Payment Date.

where:

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value, determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage);

Coupon Rate means, for each Interest Determination Date, either:

(i) the fixed rate expressed as a percentage specified as such in the applicable Final Terms,

(ii) the fixed rate expressed as a percentage specified as such in the applicable Final Terms multiplied by the number of calendar days or Business Days from the Strike Date divided by Y;

(iii) the floating rate as determined for the immediately following Interest Payment Date in accordance with the Floating Rate Notes Provisions set out in Condition 6 (*Floating Rate Note, Securities-Linked, Currency-Linked, Inflation-Linked Interest, Fund-Linked, Futures Contract-Linked and Rate-Linked Note Provisions*) and as specified in the applicable Final Terms; or

(iv) the rate, expressed as a percentage, calculated by applying the following formula:

Coupon Rate = Max [Minimum Rate; Participation Rate x Relevant Underlying Performance]

Participation Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms which may increase on each successive Interest Determination Date if so specified in the applicable Final Terms;

Y means a number percentage as specified in the applicable Final Terms;

Additional Interest Determination Date(s) means the date(s) specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 9.1 (Valuation, Market Disruption, Reference Dates and Averaging Dates), Condition 12.1 (Market Disruption, Reference Dates and Averaging Dates), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be), which apply *mutatis mutandis* as if such Additional Interest Determination Date were an Interest Determination Date. Where the context so requires, references to "Interest Determination Date" in 0 (*General Terms and Conditions*) of these Conditions shall be interpreted to include references to the Additional Interest Determination Dates;

Additional Coupon Barrier Value means, for each Additional Interest Determination Date, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage);

Additional Coupon Rate means, for each Additional Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms;

Bonus Coupon Interest Determination Date means the date or dates specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 9.1 (Valuation, Market Disruption, Reference Dates and Averaging Dates), Condition 12.1 (Market Disruption, Reference Dates and Averaging Dates), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be), which apply *mutatis mutandis* as if such Bonus Coupon Interest Determination Date were an Interest Determination Date;

Bonus Coupon Barrier Value means, in respect of each Bonus Coupon Interest Determination Date, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage);

Specified Rate means, in respect of each Bonus Coupon Barrier Interest Determination Date, the percentage rate specified as such in the applicable Final Terms; and

Prior Coupon Amount means, in respect of each Bonus Coupon Interest Determination Date, the sum of, as specified in the Final Terms, (a) all Coupon Amounts determined for preceding Interest Determination Dates (if any), and/or (b) all Additional Coupon Amounts, if any, determined for preceding Interest Determination Dates (if any) and/or (c) the sum of any Fixed Coupon Amounts (if any) which may have been determined in respect of preceding Interest Determination Dates (if any).

4. **Memory Barrier Conditional Coupon**

If "Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest in respect of the Notes on each Interest Payment Date, conditional on the performance of the Relevant Underlying as of the relevant Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value, and calculated after applying a multiplier based on the number of Period End Dates elapsed and after deducting all such interest previously paid in respect of the Notes (if any). If such condition is not satisfied in respect of any Interest Determination Date, the amount determined as of such Interest Determination Date will be zero. However, if such condition is then satisfied in respect of a later Interest Determination Date, the amount determined in respect of that later Interest Determination Date will include the amount which would have been determined in respect of the earlier Interest Determination Date had the condition then been satisfied.

If "**Memory Barrier Conditional Coupon**" is applicable as specified in the applicable Final Terms, and if the Relevant Underlying Performance as of any Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date, the Issuer will on the immediately following Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

Coupon Amount = Calculation Amount × (*Coupon Rate* × *NPED*) - *Prior Coupon Amount*

where:

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value is expressed in the

Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value, determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage);

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms; and

Prior Coupon Amount means, for each Interest Determination Date, the sum of all Coupon Amounts determined for preceding Interest Determination Dates (if any) **provided that** if the applicable Final Terms specify "**Cumulative Prior Coupon**" as being applicable, the Prior Coupon Amount shall also include, as specified in the applicable Final Terms, the sum of any Fixed Coupon Amounts and/or Non Memory Barrier Conditional Coupon Amounts which may have been determined for preceding Interest Determination Dates.

No interest will otherwise be payable on the Notes on an Interest Payment Date.

5. **Participation & Barrier(s) Conditional Coupon**

If "Participation & Barrier(s) Conditional Coupon" is applicable and if "Second Coupon Barrier Value" is not applicable as specified in the applicable Final Terms, the Issuer will pay interest in respect of the Notes on each Interest Payment Date, in each case conditional on the performance of the Relevant Underlying as of the relevant Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified first barrier value, in an amount which is calculated at the greater of (a) a specified fixed rate and (b) a rate linked to a percentage of the performance of the Relevant Underlying. If "Cap" is applicable and if, on any Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, the Coupon Amount for such Interest Determination Date will amount to the product of the Calculation Amount and the Cap.

If "Participation & Barrier(s) Conditional Coupon" is applicable and if " Second Coupon Barrier Value" is applicable as specified in the applicable Final Terms, the Issuer will pay interest in respect of the Notes on each Interest Payment Date, in each case conditional on the performance of the Relevant Underlying as of the relevant Interest Determination Date being (a) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified first barrier value AND (b) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified second barrier value, in an amount which is linked to a percentage of the performance of the Relevant Underlying. If "Cap" is applicable and if, on any Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, the Coupon Amount for such Interest Determination Date will amount to the product of the Calculation Amount and the Cap.

In the two hypothesis above, the Relevant Underlying Performance for the purposes of determining the Coupon Amount, may, if specified in the applicable Final Terms, be determined by the Determination Agent in accordance with such provisions of Section 3 (Performance Determination Terms) treating as an absolute value any negative value of the Relevant Underlying Performance.

If none of these conditions is satisfied, no interest will be payable.

If "Participation & Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay, on the immediately following Interest Payment Date interest in respect of the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

Coupon Amount = Min (Cap; Max (*Coupon Rate; Participation Rate × Relevant Underlying Performance)*) × *Calculation Amount*

if "Second Coupon Barrier Value" is not applicable and the Relevant Underlying Performance as of any Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the First Coupon Barrier Value for such Interest Determination Date.

OR

Coupon Amount = Min (Cap; Max (*Coupon Rate; Participation Rate × Relevant Underlying Performance)*) × *Calculation Amount*

if "Second Coupon Barrier Value" is applicable and the Relevant Underlying Performance as of any Interest Determination Date is (a) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the First Coupon Barrier Value for such Interest Determination Date AND (b) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Second Coupon Barrier Value for such Interest Determination Date.

In each case, the Relevant Underlying Performance for the purposes of determining the Coupon Amount, may, if specified in the applicable Final Terms, be determined by the Determination Agent in accordance with such provisions of Section 3 (Performance Determination Terms) treating as an absolute value any negative value of the Relevant Underlying Performance.

where:

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and (a) for the purposes of determining the Coupon Amount, the Determination Agent shall use such percentage, being specified that it shall use the absolute value of the performance if "Absolute Performance Value" is applicable as specified in the applicable Final Terms; and (b) for the purposes only of comparing the Relevant Underlying Performance, the First Coupon Barrier Value and, as the case may be, the Second Coupon Barrier Value and where the First Coupon Barrier Value and, as the case may be, the Second Coupon Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms; and

Participation Rate means, if applicable, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms.

No interest will otherwise be payable on the Notes on an Interest Payment Date.

6. **Lock in Non Memory Barrier Conditional Coupon**

If "Lock in Non Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest in respect of the Notes on each Interest Payment Date if either:

(a) the performance of the Relevant Underlying as of the immediately preceding Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Coupon Barrier Value for such Interest Determination Date, or

(b) the performance of the Relevant Underlying as of any Interest Determination Date preceding the Interest Determination Date referred to in (a) above is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock in Barrier Value for such earlier Interest Determination Date.

If neither such condition is satisfied, no interest will be payable on an Interest Payment Date. Interest (if any) payable on an Interest Payment Date will be a fixed amount.

If "Lock in Non Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on an Interest Payment Date in an amount (the **Coupon Amount**) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

Coupon Amount = Coupon Rate × Calculation Amount

if either:

(a) the Relevant Underlying Performance as of the immediately preceding Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date; or

(b) the Relevant Underlying Performance as of any Interest Determination Date preceding the Interest Determination Date referred to in (a) above is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Lock in Barrier Value for such earlier Interest Determination Date

where:

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value and / or the Lock in Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value and / or the Lock in Barrier Value (as relevant), determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms which may be expressed as a single value or as a percentage; and

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms.

No interest will otherwise be payable on the Notes on an Interest Payment Date.

7. **Lock in Memory Barrier Conditional Coupon**

If "Lock in Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest in respect of the Notes on each Interest Payment Date if either:

(a) the performance of the Relevant Underlying as of the immediately preceding Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Coupon Barrier Value for such Interest Determination Date, or

(b) the performance of the Relevant Underlying as of any Interest Determination Date preceding the preceding the Interest Determination Date referred to in (a) above is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock in Barrier Value for such earlier Interest Determination Date.

If neither such condition is satisfied, no interest will be payable on an Interest Payment Date. Interest (if any) payable on an Interest Payment Date will be a fixed amount after applying a multiplier based on the number of Period End Dates elapsed less all interest payments previously paid. However, if such condition is then satisfied in respect of a later Interest Determination Date, the amount determined in respect of that later Interest Determination Date will include the amount which would have been determined in respect of the earlier Interest Determination Date had the condition then been satisfied.

If "Lock in Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on an Interest Payment Date in an amount (the **Coupon Amount**) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

Coupon Amount = *Calculation Amount* × (*Coupon Rate* × *NPED*) - *Prior Coupon Amount*

if either:

(a) the Relevant Underlying Performance as of the immediately preceding Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date; or

(b) the Relevant Underlying Performance determined as of any Interest Determination Date preceding the Interest Determination Date referred to in (a) above is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Lock in Barrier Value for such earlier Interest Determination Date

where:

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value and / or the Lock in Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value and / or the Lock in Barrier Value (as relevant), determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage);

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms; and

Prior Coupon Amount means, for each Interest Determination Date, the sum of all Coupon Amounts determined for preceding Interest Determination Dates (if any) **provided that** if the applicable Final Terms specify "**Cumulative Prior Coupon**" as being applicable, the Prior Coupon Amount shall also include, as specified in the applicable Final Terms, the sum of any Fixed Coupon Amounts and/or Non Memory Barrier Conditional Coupon Amounts which may have been determined for preceding Interest Determination Dates.

No interest will otherwise be payable on the Notes on an Interest Payment Date.

8. **Capitalised Non Memory Barrier Conditional Coupon**

If "Capitalised Non Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest equal to the sum of amounts determined as of each Interest Determination Date, in each case conditional on the performance of the Relevant Underlying as of the relevant Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value. If such condition is not satisfied in respect of any Interest Determination Date, the amount determined as of such Interest Determination Date will be zero.

If "Capitalised Non Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount.

where:

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent;

Coupon Amount means, for an Interest Determination Date:

(a) if the Relevant Underlying Performance as of such Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date, an amount calculated by the Determination Agent in accordance with the following formula:

Coupon Amount = Coupon Rate × Calculation Amount

or

(b) in any other case, zero;

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value, determine Relevant Underlying Performance by multiplying the

percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage); and

Coupon Rate means, for each Interest Determination Date, either:

(i) the rate expressed as a percentage specified as such in the applicable Final Terms; or

(ii) the floating rate as determined for the immediately following Interest Payment Date in accordance with the Floating Rate Notes Provisions set out in Condition 6 (*Floating Rate Note, Securities-Linked, Currency-Linked, Inflation-Linked Interest, Fund-Linked and Futures Contract-Linked Note Provisions*) and as specified in the applicable Final Terms.

9. **Capitalised Memory Barrier Conditional Coupon**

If "Capitalised Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest equal to the sum of amounts determined as of each Interest Determination Date, in each case conditional on the performance of the Relevant Underlying as of the relevant Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value, and calculated after applying a multiplier based on the number of Period End Dates elapsed and deducting amounts determined in respect of earlier Interest Determination Dates, if any. If such condition is not satisfied in respect of any Interest Determination Date, the amount determined as of such Interest Determination Date will be zero. However, if such condition is then satisfied in respect of a later Interest Determination Date, the amount determined in respect of that later Interest Determination Date will include the amount which would have been determined in respect of the earlier Interest Determination Date had the condition then been satisfied.

If "Capitalised Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount

where:

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent;

Coupon Amount means, for an Interest Determination Date:

(a) if the Relevant Underlying Performance as of such Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date, an amount per Calculation Amount, calculated by the Determination Agent in accordance with the following formula:

Coupon Amount= Calculation Amount × (Coupon Rate x NPED)- Prior Coupon Amount

or

(b) in any other case, zero;

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value, determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms which may be expressed as a single value or as a percentage;

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms; and

Prior Coupon Amount means, for each Interest Determination Date, the sum of all Coupon Amounts determined for preceding Interest Determination Dates (if any) **provided that** if the applicable Final Terms specify "**Cumulative Prior Coupon**" as being applicable, the Prior Coupon Amount shall also include, as specified in the applicable Final Terms, the sum of any Fixed Coupon Amounts and/or Non Memory Barrier Conditional Coupon Amounts which may have been determined for preceding Interest Determination Dates.

10. **Capitalised Participation & Barrier Conditional Coupon**

If "Capitalised Participation & Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest equal to the sum of amounts determined as of each Interest Determination Date, in each case conditional on the performance of the Relevant Underlying as of the relevant Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value, and in an amount which is calculated at the greater of (a) a specified fixed rate and (b) a rate linked to the performance of the Relevant Underlying. If such condition is not satisfied in respect of any Interest Determination Date, the amount determined as of such Interest Determination Date will be zero.

If "Capitalised Participation & Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount

where:

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent;

Coupon Amount means, for an Interest Determination Date:

(a) if the Relevant Underlying Performance as of such Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date, an amount per Calculation Amount, calculated by the Determination Agent in accordance with the following formula:

Coupon Amount = Max (Coupon Rate; Relevant Underlying Performance) × Calculation Amount

or

(b) in any other case, zero;

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and (a) for the purposes of determining the Coupon Amount, the Determination Agent shall use such percentage; and (b) for the purposes only of comparing the Relevant Underlying Performance and the Coupon Barrier Value and where the Coupon Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms which may be expressed as a single value or as a percentage;

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms.

11. **Capitalised Lock in Non Memory Barrier Conditional Coupon**

If "Capitalised Lock in Non Memory Barrier Conditional Coupon" is specified in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest equal to the sum of amounts determined as of each Interest Determination Date, in each case conditional on either (a) the performance of the Relevant Underlying as of the relevant Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a value specified as the relevant Coupon Barrier Value or (b) the performance of the Relevant Underlying as of any Interest Determination Date preceding the Interest Determination Date referred to in (a) above is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a value specified as the Lock in Barrier Value for that earlier Interest Determination Date. If neither such condition is satisfied, the amount determined as of the relevant Interest Determination Date will be zero. Otherwise, the amount to be determined will be a fixed amount.

If "Capitalised Lock-in Non Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount

where:

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent;

Coupon Amount means, for an Interest Determination Date, the amount determined by the Determination Agent in accordance with the following formula:

Coupon Amount = Coupon Rate × Calculation Amount

(a) if either:

(1) the Relevant Underlying Performance determined as of the Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date; or

(2) the Relevant Underlying Performance determined as of any Interest Determination Date preceding the Interest Determination Date referred to in (a) above is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Lock in Barrier Value for such earlier Interest Determination Date;

or

(b) in any other case, zero;

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value and / or the Lock in Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value and / or the Lock in Barrier Value (as relevant), determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms which may be expressed as a single value or as a percentage; and

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms.

12. **Capitalised Lock in Memory Barrier Conditional Coupon**

If "Capitalised Lock in Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest equal to the sum of amounts determined as of each Interest Determination Date, in each case conditional on either (a) the performance of the Relevant Underlying as of the relevant Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a value specified as the relevant Coupon Barrier Value or (b) the performance of the Relevant Underlying as of any Interest Determination Date preceding the Interest Determination Date referred to in (a) above is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a value specified as the Lock in Barrier Value for that earlier Interest Determination Date. The amount to be determined will be a fixed amount after applying a multiplier based on the number of Period End Dates elapsed and less all amounts determined in respect of earlier Interest Determination Dates. If neither such condition is satisfied, the amount determined as of the relevant Interest Determination Date will be zero. However, if such condition is then satisfied in respect of a later Interest Determination Date, the amount determined in respect of that later Interest Determination Date will include the amount which would have been determined in respect of the earlier Interest Determination Date had the condition then been satisfied.

If "Capitalised Lock-in Memory Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount.

where:

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent;

Coupon Amount means, for an Interest Determination Date, the amount determined by the Determination Agent in accordance with the following formula:

Coupon Amount = Calculation Amount × (*Coupon Rate* × *NPED*) - *Prior Coupon Amount*

(a) if either:

(1) the Relevant Underlying Performance determined as of the Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date; or

(2) the Relevant Underlying Performance determined as of any Interest Determination Date preceding the Interest Determination Date referred to in (a) above is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Lock in Barrier Value for such earlier Interest Determination Date,

or

(b) in any other case, zero;

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value and / or the Lock in Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value and / or the Lock in Barrier Value (as relevant), determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage);

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms; and

Prior Coupon Amount means, for each Interest Determination Date, the sum of all Coupon Amounts determined for preceding Interest Determination Dates (if any) **provided that** if the applicable Final Terms specify "**Cumulative Prior Coupon**" as being applicable, the Prior Coupon Amount shall also include, as specified in the applicable Final Terms, the sum of any Fixed Coupon Amounts and/or Non Memory Barrier Conditional Coupon Amounts which may have been determined for preceding Interest Determination Dates.

Participation Coupon Categories

13. **Basic Participation Coupon**

If "Basic Participation Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on the Notes on each Interest Payment Date in an amount linked to a percentage of the performance of the Relevant Underlying determined as of the relevant

Interest Determination Date. If "Cap" is applicable and if, on any Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, the Coupon Amount for such Interest Determination Date will amount to the product of the Calculation Amount and the Cap.

If "Basic Participation Coupon" is applicable as specified in the applicable Final Terms the Issuer will on each Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent as of the Interest Determination Date immediately preceding such Interest Payment Date in accordance with the following formula:

Coupon Amount= Participation Rate × Min (Cap; Max [0; Relevant Underlying Performance]) × Calculation Amount

where:

Participation Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms; and

Interest Determination Date(s) means the date(s) specified as such in the applicable Final Terms, subject to adjustment in accordance with Condition 9.1 (Valuation, Market Disruption, Reference Dates and Averaging Dates), Condition 12.1 (Market Disruption, Reference Dates and Averaging Dates), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be).

14. **Locked Participation Coupon**

If "Locked Participation Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on the Notes on each Interest Payment Date in an amount linked to a percentage (defined as the Participation Rate) of the performance of the Relevant Underlying determined as of the relevant Interest Determination Date less all interest payments previously paid. The applicable Participation Rate will increase on each successive Interest Determination Date. If "Cap" is applicable and if, on any Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, the Coupon Amount for such Interest Determination Date will amount to the product of the Calculation Amount and the Cap.

If "Locked Participation Coupon" is applicable as specified in the applicable Final Terms, the Issuer will on each Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent as of the Interest Determination Date immediately preceding such Interest Payment Date in accordance with the following formula:

Coupon Amount = Participation Rate × Min (Cap; Max [*0; Relevant Underlying Performance*]) × *Calculation Amount - Prior Coupon Amount*]

where:

Participation Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms which will increase on each successive Interest Determination Date;

Relevant Underlying Performance means the percentage determined by the Determination Agent as of the relevant Interest Determination Date in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms; and

Prior Coupon Amount means, for each Interest Determination Date, the sum of all Coupon Amounts determined for preceding Interest Determination Dates (if any).

15. **Capitalised Basic Participation Coupon**

If "Capitalised Basic Participation Coupon" is applicable as specified in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest equal to the sum of amounts linked to a percentage of the performance of the Relevant Underlying determined as of each Interest Determination Date. If "Cap" is applicable and if, on any Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, the Coupon Amount for such Interest Determination Date will amount to the product of the Calculation Amount and the Cap.

If "Capitalised Basic Participation Coupon" is applicable as specified in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount

where:

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent;

Coupon Amount means, for an Interest Determination Date, the amount determined by the Determination Agent in accordance with the following formula:

Coupon Amount= Participation Rate × Min (Cap; Max [0; Relevant Underlying Performance]) × Calculation Amount

Participation Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms; and

Relevant Underlying Performance means the percentage determined by the Determination Agent as of the relevant Interest Determination Date in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms.

16. **Capitalised Locked Participation Coupon**

If "Capitalised Locked Participation Coupon" is applicable as specified in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest equal to the sum of amounts linked to a percentage of the performance defined as the Participation Rate of the Relevant Underlying determined as of each Interest Determination Date, deducting in respect of such Interest Determination Date all interest payments previously paid. The applicable Participation Rate will increase on each successive Interest Determination Date. If "Cap" is applicable and if, on any Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, the Coupon Amount for such Interest Determination Date will amount to the product of the Calculation Amount and the Cap.

If "Capitalised Locked Participation Coupon" is applicable as specified in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount

where:

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent;

Coupon Amount means, for an Interest Determination Date, the amount determined by the Determination Agent in accordance with the following formula:

Coupon Amount= Participation Rate x Min (Cap; Max [*0; Relevant Underlying Performance*]) × *Calculation Amount - Prior Coupon Amount*

where:

Participation Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms which will increase on each successive Interest Determination Date;

Relevant Underlying Performance means the percentage determined by the Determination Agent as of the relevant Interest Determination Date in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms; and

Prior Coupon Amount means, for each Interest Determination Date, the sum of all Coupon Amounts determined for preceding Interest Determination Dates (if any).

17. **Cumulative Participation Inflation Coupon**

If "Cumulative Participation Inflation Coupon" is applicable as specified in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest linked to a percentage of the performance of the Relevant Underlying as

of the relevant Interest Determination Date. If "Cap" is applicable and if, on any Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, the Coupon Amount for such Interest Determination Date will amount to the product of the Calculation Amount and the Cap.

If "Cumulative Participation Inflation Coupon" is applicable as specified in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent as of the Interest Determination Date in accordance with the following formula:

Coupon Amount = Calculation Amount × Participation Rate × Min (Cap; Max [0; (*Multiplier x Relevant Underlying Performance*) - *Adjustment*])

where:

Participation Rate means the percentage specified as such in the applicable Final Terms;

Multiplier means the percentage specified as such in the applicable Final Terms;

Relevant Underlying Performance means the percentage determined by the Determination Agent as of the relevant Interest Determination Date in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms; and

Adjustment means the percentage specified as such in the applicable Final Terms.

18. **Range Accrual Coupon**

If "Range Accrual Coupon" is applicable as specified in the applicable Final Terms, the Issuer will, on each Interest Payment Date, pay an amount of interest (which may be subject to a Cap and/or a Floor) which is linked to (i) the number of days in a specified Accrual Period where the relevant Accrual Condition is satisfied, divided by (ii) the total number of days in that Barrier Observation Period, as determined by the Determination Agent.

When Single Barrier Range Accrual is applicable, the Accrual Condition will be satisfied when the performance of the Relevant Underlying (or, as the case may be, the sum of performance of two Relevant Underlyings or the difference of performance of two Relevant Underlyings) is, as specified in the applicable Final Terms, (a) greater than, (b) greater than or equal to, (c) less than, (d) less than or equal to, or (e) equal to, a value specified as being a Coupon Barrier Value,

When Dual Barrier Range Accrual is applicable, the Accrual Condition will be satisfied when the performance of the Relevant Underlying (or, as the case may be, the sum of performance of two Relevant Underlyings or the difference of performance of two Relevant Underlyings) is, as specified in the applicable Final Terms, (i) (a) greater than, (b) greater than or equal to, (c) less than, or (d) less than or equal to, a value specified as being the Lower Barrier Value and (ii) (a) greater than, (b) greater than or equal to, (c) less than, or (d) less than or equal to, a value specified as being the Upper Barrier Value.

If the Number of Observation Days (Accrual Condition Satisfied) is zero, the amount determined as of the relevant Interest Determination Date will be zero.

If "Capitalised" is specified as being applicable in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal

to the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent.

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Range Accrual Coupon**" to be applicable, interest shall accrue on the Notes of the relevant Series in respect of each Interest Period (subject as specified in the applicable Final Terms) and shall be payable in arrears on each Interest Payment Date (unless "Capitalised Coupon" is specified in the applicable Final Terms, in which case interest will only be paid on the Notes of the relevant Series on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount), being an amount per Calculation Amount (which may be zero) determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Coupon Rate} \times \frac{\text{Number of Observation Days (Accrual Condition Satisfied)}}{\text{Total Number of Observation Days}} \times \text{Day Count Fraction}$$

Provided that if the Notes are specified in the applicable Final Terms as being:

(i) **Floored Range Accrual Notes**, interest shall accrue and be payable on the Notes of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with this Paragraph 1.7 and the applicable Final Terms but not being less than the *Minimum* Rate of Interest applicable for the purposes of Condition 6.13 (*Maximum or Minimum Rate of Interest*) as specified in the applicable Final Terms;

(ii) **Capped Range Accrual Notes**, interest shall accrue and be payable on the Notes of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with this Paragraph 1.7 and the applicable Final Terms but not exceeding the Maximum *Rate* of Interest applicable for the purposes of Condition 6.13 (*Maximum or Minimum Rate of Interest*) as specified in the applicable Final Terms;

(iii) **Collared Range Accrual Notes**, interest shall accrue and be payable on the Notes of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with this Paragraph 1.7 and the applicable Final Terms but not exceeding the Maximum Rate of Interest and being not less than the Minimum Rate of Interest, in each case as applicable for the purposes of Condition 6.13 (*Maximum or Minimum Rate of Interest*) as specified in the applicable Final Terms,

and for the purposes of the above proviso, the **Rate of Interest** means the rate of interest determined by the Determination Agent from the product of (i) the Coupon Rate, and (ii) the Number of Observation Days (Accrual Condition Satisfied), divided by the Total Number of Observation Days in such Accrual Period.

Provided further that, if "**Non-Zero Variation**" is specified as applicable in the applicable Final Terms then if:

(i) "**Non-Zero Variation - Upper Barrier Value**" is specified, then for any Accrual Observation Day on which the Accrual Reference Observation is higher than the Upper Barrier Value, the interest shall accrue for such Accrual Business Day at a Coupon Rate equal to the "Non-Zero Variation Coupon Rate - Upper Barrier Value";

.(ii) "**Non-Zero Variation - Lower Barrier Value**" is specified, then for any Accrual Observation Day on which the Accrual Reference Observation is lower than the Lower Barrier Value, the interest shall accrue for such Accrual Business Day at a Coupon Rate equal to the "Non-Zero Variation Coupon Rate – Lower Barrier Value"; or

(iii) "**Non-Zero Variation – Upper and Lower Barrier Value**" is specified, then for any Accrual Observation Day on which the Accrual Reference Observation is (i) higher than the Upper Barrier Value, the interest shall accrue for such Accrual Business Day at a Coupon Rate equal to the "Non-Zero Variation Coupon Rate - Upper Barrier Value", and (ii) lower than the Lower Barrier Value, the interest shall accrue for such Accrual Business Day at a Coupon Rate equal to the "Non-Zero Variation Coupon Rate – Lower Barrier Value".

In addition, if "Capitalised Coupon" is specified as "Applicable" and if "**Negative Fixing Allowed**" is specified in the applicable Final Terms, then, notwithstanding anything to the contrary in Condition 6.13 (*Maximum or Minimum Rate of Interest*), the Rate of Interest determined for each Interest Determination Date may be negative for the purpose of the determination of the Total Coupon Amount, provided further that in no event, will the relevant Total Coupon Amount be less than zero.

Where:

Accrual Business Day means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in each Accrual Business Day Centre specified in the applicable Final Terms, and if **Accrual Business Day Centre** is specified to be or to include: (i) **U.S. Government Notes Business Day**, then "Accrual Business Day" shall also be any day other than a Saturday, a Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government Notes; or (ii) **T2** or **T2 Settlement Day**, then "Accrual Business Day" shall include a T2 Settlement Day;

Accrual Business Day Centre means the city or cities specified as such in the applicable Final Terms;

Accrual Condition means, and will be satisfied on any Accrual Observation Day in an Accrual Period if, as determined by the Determination Agent, the Accrual Reference Observation is:

(i) if the applicable Final Terms specify **Single Barrier Range Accrual** to be applicable and specify:

(a) **Accrual Reference Observation greater than Coupon Barrier Value**, greater than Coupon Barrier Value; or

(b) **Accrual Reference Observation greater than or equal to Coupon Barrier Value**, greater than or equal to Coupon Barrier Value; or

(c) **Accrual Reference Observation less than Coupon Barrier Value**, less than Coupon Barrier Value; or

(d) **Accrual Reference Observation less than or equal to Coupon Barrier Value**, less than or equal to Coupon Barrier Value; or

(e) **Accrual Reference Observation equal to Coupon Barrier Value**, equal to Coupon Barrier Value; or

(ii) if the applicable Final Terms specify **Dual Barrier Range Accrual** to be applicable and specify:

(a) **Accrual Reference Observation greater than Lower Barrier Value**, greater than Lower Barrier Value; or

(b) **Accrual Reference Observation greater than or equal to Lower Barrier Value**, greater than or equal to Lower Barrier Value; or

(c) **Accrual Reference Observation less than Lower Barrier Value**, less than Lower Barrier Value; or

(d) **Accrual Reference Observation less than or equal to Lower Barrier Value**, less than or equal to Lower Barrier Value; and

(iii) the applicable Final Terms specify that:

(a) **Accrual Reference Observation greater than Upper Barrier Value**, greater than Upper Barrier Value; or

(b) **Accrual Reference Observation greater than or equal to Upper Barrier Value**, greater than or equal to Upper Barrier Value; or

(c) **Accrual Reference Observation less than Upper Barrier Value**, less than Upper Barrier Value; or

(d) **Accrual Reference Observation less than or equal to Upper Barrier Value**, less than or equal to Upper Barrier Value.

Accrual Observation Day means either of the following as specified in the applicable Final Terms: (i) a calendar day, (ii) an Accrual Business Day or (iii) a Scheduled Trading Day;

Accrual Period means either of the following as specified in the applicable Final Terms: (i) each Interest Period specified as an "Accrual Period" in the applicable Final Terms; or (ii) in respect of each Scheduled Interest Period End Date, the period commencing on (and including) the Accrual Period Start Date falling immediately prior to such Scheduled Interest Period End Date and ending on (but excluding) the corresponding Accrual Period End Date;

Accrual Period End Date means any one or more of the following as specified in the applicable Final Terms: (i) in respect of each Accrual Period Start Date, the Scheduled Interest Period End Date immediately following such Accrual Period Start Date, (ii) in respect of each Accrual Period Start Date, the Interest Payment Date immediately following such Accrual Period Start Date, or (iii) each date specified as an "Accrual Period End Date" in the applicable Final Terms;

Accrual Period Start Date means any one or more of the following as specified in the applicable Final Terms: (i) the Interest Commencement Date, (ii) each Scheduled Interest Period End Date other than any Scheduled Interest Period End Date falling on the Scheduled Maturity Date, (iii) each Interest Payment Date other than any Interest Payment Date falling on the Maturity Date, or (iv) each date specified as the "Accrual Period Start Date" in the applicable Final Terms;

Accrual Reference Observation means either of the following as specified in the applicable Final Terms:

(i) single Relevant Underlying; or

(ii) sum of Relevant Underlying 1 plus Relevant Underlying 2; or

(iii) difference of Relevant Underlying 1 minus Relevant Underlying 2;

Coupon Rate means either of the following as specified in the applicable Final Terms: (i) a fixed amount, (ii) a Fixed Interest Rate, or (iii) a Floating Interest Rate, and if the manner in which the Floating Interest Rate is to be determined is specified by the applicable Final Terms to be: (a) Screen Rate Determination, the Determination Agent shall determine the Floating Interest Rate in accordance with Condition 6.4 (*Screen Rate Determination*); (b) ISDA Determination, the Determination Agent shall determine the Floating Interest Rate in accordance with Condition 6.5 (*ISDA Determination*), (c) CMS Rate Determination, the Determination Agent shall determine the Floating Interest Rate in accordance with Condition 6.6 (*CMS Rate Determination*), provided that if the Coupon Rate specified is a Floating Interest Rate, and if the applicable Final Terms specify:

(i) a Cap, the Coupon Rate shall not exceed the Cap; or

(ii) a Floor, the Coupon Rate shall not be less than the Floor; or

(iii) a Cap and a Floor, the Coupon Rate shall not exceed the Cap, and shall not be less than the Floor;

Coupon Barrier Value means the value specified as such in the applicable Final Terms which may be expressed as a single value or as a percentage;

Day Count Fraction, if specified as "Applicable" in the applicable Final Terms, has the meaning given to it in condition 2.1 (Definitions). If Day Count Fraction is specified as "Not Applicable" in the applicable Final Terms, any reference to Day Count Fraction in any formula or calculation in respect of the relevant Notes shall be deemed not applicable and shall be disregarded;

Lower Barrier Value means the value, expressed as a percentage, specified as such in the applicable Final Terms;

Non-Zero Variation Coupon Rate – Upper Barrier Value and **Non-Zero Variation Coupon Rate – Lower Barrier Value** mean the value, expressed as a percentage, specified as such in the applicable Final Terms;

Number of Observation Days (Accrual Condition Satisfied) means, in respect of each Accrual Period and as determined by the Determination Agent, the number of Accrual Observation Days in such Accrual Period on which the Accrual Condition is satisfied;

Rate Cut-Off Date means, in respect of each Accrual Period and the Accrual Period End Date for such Accrual Period, if the applicable Final Terms specify:

(i) **Default Rate Cut-Off Date**, the fifth Accrual Business Day falling prior to such Accrual Period End Date; or

(ii) **Specified Rate Cut-Off Date**, the number of calendar days or Accrual Business Days falling prior to the Accrual Period End Date for each Accrual Period as specified in the applicable Final Terms;

Redemption Date means the Maturity Date or, (i) if Automatic Early Redemption Event (as defined in Condition 16.12 or Section 5 (*Early Redemption Terms*) of the Additional Terms

and Conditions) is specified in the applicable Final Terms as being applicable and if an Automatic Early Redemption Event occurs, the Automatic Early Redemption Date (as defined in Condition 16.12 (Automatic Early Redemption Event) or Section 5 (Early Redemption Terms) of the Additional Terms and Conditions); (ii) if Call Option is specified in the applicable Final Terms as being applicable and (x) such Call Option has been exercised by the Issuer as specified in Condition 16.4 (*Redemption at the Option of the Issuer*), the relevant Optional Redemption Date (Call) or (y) the Notes shall be redeemed by the Issuer as specified in Condition 16.5 (*Model-based redemption*), the relevant Model-based Redemption Date (Call), (iii) if Put Option is specified in the applicable Final Terms as being applicable and such Put Option has been exercised by the Noteholder as specified in Condition 16.8 (*Redemption at the Option of Noteholders*), the Optional Redemption Date (Put), (iv) in case of early redemption pursuant to Condition 20 (Events of Defaults), the Early Redemption Date or (v) the date on which the Notes are redeemed pursuant to Condition 16.2 (Tax Redemption) or Condition 21 (Illegality and Regulatory Event).

Relevant Underlying and if applicable, each of **Relevant Underlying 1** and **Relevant Underlying 2** means, in respect any Accrual Observation Day in an Accrual Period, the Relevant Underlying specified as the "Relevant Underlying" (and if applicable, the "Relevant Underlying 1" and "Relevant Underlying 2" respectively) in the applicable Final Terms for such day, provided that:

(i) if such Accrual Observation Day is not an Accrual Business Day, the Relevant Underlying Performance for such day will be deemed to be equal to the Relevant Underlying Performance on the Accrual Business Day immediately preceding such Accrual Observation Day; and

(ii) for Rate-Linked Notes only, if such Accrual Observation Day falls in the period commencing on (but excluding) the Rate Cut-Off Date for such Accrual Period and ending on, but excluding such Accrual Period End Date for such Accrual Period (such period, a **Rate Cut-Off Period**), the Relevant Underlying Performance for each Accrual Observation Day falling in such Rate Cut-Off Period will be deemed to be the Relevant Underlying Performance on the Rate Cut-Off Date for such Accrual Period; and

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value, the Lower Barrier Value or the Upper Barrier Value, as the case may be, determine the Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Scheduled Interest Period End Date means each date specified as such in the applicable Final Terms;

Total Coupon Amount means, if Capitalised Coupon is applicable, the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent in accordance with the then applicable Interest Basis;

Total Number of Observation Days means, in respect of each Accrual Period and as determined by the Determination Agent, the total number of Accrual Observation Days in that Accrual Period;

Upper Barrier Value means the value, expressed as a percentage, specified as such in the applicable Final Terms.

19. **IRR Coupon**

If "IRR Coupon" is specified as applicable in the applicable Final Terms, the Issuer will pay interest on the Notes on each Interest Payment Date in an amount linked to a percentage of the performance of the Relevant Underlying determined as of the relevant Interest Determination Date. If "Cap" is applicable and if, on any Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, the Coupon Amount for such Interest Determination Date will amount to the product of the Calculation Amount and the Cap.

If "IRR Coupon" is specified as applicable in the applicable Final Terms, the Issuer will on each Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent as of the Interest Determination Date immediately preceding such Interest Payment Date in accordance with the following formula:

Coupon Amount= Min (Cap; Max [Floor; Max [0; [Relevant Underlying Performance + 1)^1/I-1]]]) × Calculation Amount

where:

Floor means, if applicable, the value specified as such in the applicable Final Terms;

I means the value specified as such in the applicable Final Terms; and

Relevant Underlying Performance means the percentage determined by the Determination Agent as of the relevant Interest Determination Date in accordance with the provisions of Section 3 (*Performance Determination Terms*) specified as being applicable in the applicable Final Terms.

20. **Locked IRR Coupon**

If "Locked IRR Coupon" is specified as applicable in the applicable Final Terms, the Issuer will pay interest on the Notes on each Interest Payment Date in an amount linked to a percentage of the performance of the Relevant Underlying determined as of the relevant Interest Determination. If "Cap" is applicable and if, on any Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, all Coupon Amounts as from such Interest Determination Date will amount to the product of the Calculation Amount and the Cap.

If "Locked IRR Coupon" is specified as applicable in the applicable Final Terms the Issuer will on each Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent as of the Interest Determination Date immediately preceding such Interest Payment Date in accordance with the following formula:

Coupon Amount= Min (Cap; Max [Floor; Max [0; [Relevant Underlying Performance + 1)^1/I-1]]]) × Calculation Amount]

where:

Floor means, if applicable, the value specified as such in the applicable Final Terms;

I means the value specified as such in the applicable Final Terms; and

Relevant Underlying Performance means the percentage determined by the Determination Agent as of the relevant Interest Determination Date in accordance with the provisions of Section 3 (*Performance Determination Terms*) specified as being applicable in the applicable Final Terms.

21. **Level Conditional Coupon**

If "Level Conditional Coupon" is specified as applicable in the applicable Final Terms, the Issuer will pay interest in respect of the Notes on each Interest Payment Date, in each case conditional on the performance of the Relevant Underlying as of the relevant Interest Determination Date being greater than a specified level. If such condition is not satisfied, no interest will be payable.

If "Level Conditional Coupon" is specified as applicable in the applicable Final Terms, and if the Relevant Underlying Performance as of any Interest Determination Date is greater than the Level for such Interest Determination Date, the Issuer will on the immediately following Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

$$Coupon\ Amount = (Relevant\ Underlying\ Performance - Level) \times Calculation\ Amount$$

where:

Level means, for each Interest Determination Date, a percentage of the Relevant Underlying Performance specified as such in the applicable Final Terms; and

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with the provisions of Section 3 (*Performance Determination Terms*) specified as being applicable in the applicable Final Terms;

No interest will otherwise be payable on the Notes on an Interest Payment Date.

22. **Memory or Non Memory Double Barrier Conditional Coupon – Option 1**

If "Memory or Non Memory Double Barrier Conditional Coupon – Option 1" is applicable as specified in the applicable Final Terms, the Issuer will pay an amount of interest linked to the First Coupon Rate in respect of the Notes (a) on the First Interest Payment Date, conditional on the performance of the Relevant Underlying as of the First Interest Determination Date (x) being equal or greater than the First Coupon Barrier Value and (y) if "Second Barrier" is applicable as specified in the applicable Final Terms, being also less than the Second Coupon Barrier Value and (b) on each Interest Payment Date thereafter, conditional on (x) only if "Restructuring Barrier" is applicable as specified in the applicable Final Terms, the performance of the Relevant Underlying, as of each Restructuring Observation Date preceding the relevant Interest Determination Date being equal or greater than the Restructuring Barrier Value and/or (y) the performance of the Relevant Underlying as of the relevant Interest Determination Date, (i) being greater than or equal to the First Coupon Barrier Value and (ii) if "Second Barrier" is applicable as specified in the applicable Final Terms, being also less than the Second Coupon Barrier Value.

The Issuer will pay an amount of interest linked to the Second Coupon Rate (a) only if "Restructuring Barrier" is applicable as specified in the applicable Final Terms, conditional on the performance of the Relevant Underlying, as of any Restructuring Observation Date preceding the relevant Interest Determination Date being less than the Restructuring Barrier Value and/or (b) conditional on the performance of the Relevant Underlying as of the relevant Interest Determination Date, being greater than or equal to the Second Coupon Barrier Value.

If neither such condition is satisfied, the amount determined as of the relevant Interest Determination Date will be zero. Otherwise, the amount to be determined will be a fixed amount. If "Capitalised" is specified as being applicable in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent.

If "Memory or Non Memory Double Barrier Conditional Coupon – Option 1" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on an Interest Payment Date in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with one of the following formulas:

If "Non Memory effect" is applicable as specified in the applicable Final Terms:

Coupon Amount = First Coupon Rate × Calculation Amount

If "Memory effect" is applicable as specified in the applicable Final Terms:

Coupon Amount = Calculation Amount x (First Coupon Rate x NPED) – Prior Coupon Amount

if either:

(a) with respect to the First Interest Payment Date, the Relevant Underlying Performance as of the First Interest Determination Date is equal or greater than the First Coupon Barrier Value and, if "Second Barrier" is applicable as specified in the applicable Final Terms, is also less than the Second Coupon Barrier Value; or

(b) with respect to each Interest Payment Date (excluding the First Interest Payment Date), (i) only if "Restructuring Barrier" is applicable as specified in the applicable Final Terms, the Relevant Underlying Performance as of each Restructuring Observation Date preceding the relevant Interest Determination Date has been equal or greater than the Restructuring Barrier Value, and/or (ii) the performance of the Relevant Underlying as of the relevant Interest Determination Date, is greater than or equal to the First Coupon Barrier Value and, if "Second Barrier" is applicable as specified in the applicable Final Terms, is also less than the Second Coupon Barrier Value.

OR

Coupon Amount = Second Coupon Rate × Calculation Amount

with respect to each Interest Payment Date (i) only if "Restructuring Barrier" is applicable as specified in the applicable Final Terms (excluding the First Interest Payment Date), if the Relevant Underlying, as of any Restructuring Observation Date preceding the relevant Interest Determination Date has been less than the Restructuring Barrier Value and/or (ii) the performance of the Relevant Underlying as of the relevant Interest Determination Date, is greater than or equal to the Second Coupon Barrier Value.

Save for any amount payable pursuant to any of the foregoing provisions, no interest will otherwise be payable on the Notes on an Interest Payment Date. If "Capitalised" is specified as being applicable in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent.

where:

Prior Coupon Amount means, for each Interest Determination Date, the sum of all Coupon Amounts determined for preceding Interest Determination Dates (if any), provided that if the

applicable Final Terms specify "**Cumulative Prior Coupon**" as being applicable, the Prior Coupon Amount shall also include, as specified in the applicable Final Terms, the sum of any Fixed Coupon Amounts and/or Non Memory Barrier Conditional Coupon Amounts which may have been determined for preceding Interest Determination Dates; and

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the First Coupon Barrier Value, Second Coupon Barrier Value or the Restructuring Barrier Value, as applicable, is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the First Coupon Barrier Value, Second Coupon Barrier Value or the Restructuring Barrier Value, as applicable, determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value.

23. **Non Memory Double Barrier Conditional Coupon – Option 2**

If "Non Memory Double Barrier Conditional Coupon – Option 2" is applicable as specified in the applicable Final Terms, the Issuer will pay an amount of interest in respect of the Notes (a) on the First Interest Payment Date, conditional (x) on the performance of the Relevant Underlying as of the First Interest Determination Date being equal or greater than the First Coupon Barrier or (y) on the performance of the Relevant Underlying as of the First Interest Determination Date (such date also being a Restructuring Observation Date for the purposes of the Restructuring Barrier Value) being less than the Restructuring Barrier Value and being greater than or equal to the Second Coupon Barrier Value and (b) on each Interest Payment Date thereafter, conditional (x) on the performance of the Relevant Underlying, as of each Restructuring Observation Date until the relevant Interest Determination Date (included), being equal or greater than the Restructuring Barrier Value and, as of the relevant Interest Determination Date, being greater than or equal to the First Coupon Barrier Value or (y) on the performance of the Relevant Underlying, as of any Restructuring Observation Date until the relevant Interest Determination Date (included), being less than the Restructuring Barrier Value and, as of the relevant Interest Determination Date, being greater than or equal to the Second Coupon Barrier Value.

If neither such condition is satisfied, the amount determined as of the relevant Interest Determination Date will be zero. Otherwise, the amount to be determined will be a fixed amount. If "Capitalised" is specified as being applicable in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent.

If "Non Memory Double Barrier Conditional Coupon – Option 2" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on an Interest Payment Date in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

$$Coupon\ Amount = First\ Coupon\ Rate \times Calculation\ Amount$$

if either:

(a) with respect to the First Interest Payment Date, the Relevant Underlying Performance as of the First Interest Determination Date is greater than or equal to the First Coupon Barrier Value; or

(b) with respect to each Interest Payment Date thereafter, the Relevant Underlying Performance as of each Restructuring Observation Date until the relevant Interest Determination Date (included), is and has been, as the case may be, equal or greater than the Restructuring Barrier Value and, as of the relevant Interest Determination Date, is greater than or equal to the First Coupon Barrier Value.

OR

Coupon Amount = Second Coupon Rate × Calculation Amount

if either:

(a) with respect to the First Interest Payment Date, the performance of the Relevant Underlying as of the First Interest Determination Date (such date also being a Restructuring Observation Date for the purposes of the Restructuring Barrier Value) is less than the Restructuring Barrier Value and is greater than or equal to the Second Coupon Barrier Value; or

(b) with respect to each Interest Payment Date thereafter, the performance of the Relevant Underlying, as of any Restructuring Observation Date until the relevant Interest Determination Date (included), is or has been, as the case may be, less than the Restructuring Barrier Value and, as of the relevant Interest Determination Date, is greater than or equal to the Second Coupon Barrier Value.

Save for any amount payable pursuant to any of the foregoing provisions, no interest will otherwise be payable on the Notes on an Interest Payment Date. If "Capitalised" is specified as being applicable in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent.

where:

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the First Coupon Barrier Value, Second Coupon Barrier Value or the Restructuring Barrier Value, as applicable, is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the First Coupon Barrier Value, Second Coupon Barrier Value or the Restructuring Barrier Value, as applicable, determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value.

24. **Non Memory Double Barrier Conditional Coupon – Option 3**

If "Non Memory Double Barrier Conditional Coupon – Option 3" is applicable as specified in the applicable Final Terms, the Issuer will pay an amount of interest in respect of the Notes on the relevant Interest Payment Date (a) conditional on the performance of the Relevant Underlying, as of the relevant Interest Determination Date, being greater than or equal to the First Coupon Barrier Value or (b) conditional on the performance of the Relevant Underlying being during the Basis Period from, and including, (x) the Strike Date until to, but excluding, the First Interest Determination Date (with respect to the First Interest Determination Date) or (y) the Interest Determination Date immediately preceding the relevant Interest

Determination Date until to, but excluding, the relevant Interest Determination Date (with respect to any Interest Determination Date other than the First Interest Determination Date), equal or greater than to the relevant value specified as the Second Coupon Barrier Value.

If neither such condition is satisfied, the amount determined as of the relevant Interest Determination Date will be zero. Otherwise, the amount to be determined will be a fixed amount. If "Capitalised" is specified as being applicable in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent.

If "Non Memory Double Barrier Conditional Coupon – Option 3" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on an Interest Payment Date in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

Coupon Amount = Coupon Rate × Calculation Amount

if either:

(a) the Relevant Underlying Performance as of the relevant Interest Determination Date, is greater than or equal to the First Coupon Barrier Value; or

(b) the Relevant Underlying Performance has been during the Basis Period from, and including, (x) the Strike Date until to, but excluding, the First Interest Determination Date (with respect to the First Interest Determination Date) or (y) the Interest Determination Date immediately preceding the relevant Interest Determination Date until to, but excluding, the relevant Interest Determination Date (with respect to any Interest Determination Date other than the First Interest Determination Date), equal or greater than to the relevant value specified as the Second Coupon Barrier Value.

Save for any amount payable pursuant to any of the foregoing provisions, no interest will otherwise be payable on the Notes on an Interest Payment Date. If "Capitalised" is specified as being applicable in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent.

where:

Basis Period means a daily, weekly, monthly or quarterly basis, as specified in the applicable Final Terms;

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms; and

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the First Coupon Barrier Value or the Second Coupon Barrier Value, as applicable, is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the First Coupon Barrier Value or the Second Coupon Barrier Value, as applicable, determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value.

25. **Conditional Coupon – Barrier or Surperformance**

If " Conditional Coupon – Barrier or Surperformance" is applicable as specified in the applicable Final Terms, the Issuer will pay an amount of interest in respect of the Notes on the relevant Interest Payment Date, conditional (x) on the performance of the Relevant Underlying as of the relevant Interest Determination Date being (i) greater than or, (ii) greater than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Coupon Barrier Value or (y) on the performance of the Relevant Underlying as of the relevant Interest Determination Date being less than the relevant value specified as the Coupon Barrier Value but (i) greater than or, (ii) greater than or equal to, as specified in the applicable Final Terms, the Relevant Compared Underlying Performance.

If neither such condition is satisfied, the amount determined as of the relevant Interest Determination Date will be zero. Otherwise, the amount to be determined will be a fixed amount. If "Capitalised" is specified as being applicable in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent.

If "Conditional Coupon – Barrier or Surperformance" is applicable as specified in the applicable Final Terms, the Issuer will pay interest in respect of the Notes on an Interest Payment Date in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

Coupon Amount = First Coupon Rate × Calculation Amount

if the Relevant Underlying Performance as of the relevant Interest Determination Date is (i) greater than or, (ii) greater than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Coupon Barrier Value;

OR

Coupon Amount = Second Coupon Rate × Calculation Amount

if the Relevant Underlying Performance as of the relevant Interest Determination Date is less than the relevant value specified as the Coupon Barrier Value but (i) greater than or, (ii) greater than or equal to, as specified in the applicable Final Terms, the Relevant Compared Underlying Performance.

Save for any amount payable pursuant to any of the foregoing provisions, no interest will otherwise be payable on the Notes on an Interest Payment Date. If "Capitalised" is specified as being applicable in the applicable Final Terms, the Issuer shall pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent.

where:

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage);

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the

Coupon Barrier Value, determine the Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Relevant Compared Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Relevant Compared Underlying Performance, determine the Relevant Compared Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value of the Compared Underlying; it being specified that for the purposes of determining the Initial Reference Value of the Compared Underlying all references in Section 3 (*Performance Determination Terms*) to "Relevant Underlying" shall be deemed to be replaced by references to "Compared Underlying";

Compared Underlying means the share(s), index(es), exchange traded fund(s), a currency pair, inflation index(es), the fund(s) and/or the futures contracts specified in the applicable Final Terms as the Underlying Share, the Basket of Shares (for Equity-Linked Notes), the Index, the Basket of Indices (for Index-Linked Notes), the ETF Interest, the Basket of ETF Interests (for Equity-Linked Notes), the Basket of Currency Pair (for Currency-Linked Notes), the Inflation Index, the Basket of Inflation Indices (for Inflation-Linked Notes), the Fund Interest, the Basket of Funds (for Fund-Linked Notes) and/or the Futures Contract, the Basket of Futures Contracts (for Futures Contract-Linked Notes) and, where the context so permits, each such share, index, exchange traded fund, currency pair, inflation index, fund, fund interest or futures contract;

Initial Reference Value of the Compared Underlying, if applicable, means, as specified in the applicable Final Terms, either the value specified as such in the applicable Final Terms or the Relevant Compared Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms; it being specified that for the purposes of determining the Initial Reference Value of the Compared Underlying all references in Section 2 (*Value Determination Terms*) to "Relevant Underlying" shall be deemed to be replaced by references to "Compared Underlying"; and

Relevant Compared Underlying Value means the value as determined by the Determination Agent in accordance with the applicable Value Determination Terms as specified in the applicable Final Terms.

26. **Coupon with Reserve**

If Coupon with Reserve is applicable as specified in the applicable Final Terms, the Issuer will pay, on each Interest Payment Date, an interest amount indexed to a percentage of the Relevant Underlying Performance as determined on the relevant Interest Determination Date plus the applicable Prior Reserve. If "Cap" is applicable and if at an Interest Determination Date, the interest rate to be paid is greater than or equal to the Cap, the Coupon Amount in respect of such Interest Determination Date will be equal to the product of the Calculation Amount and the Cap.

If Coupon with Reserve is applicable as specified in the applicable Final Terms, the Issuer will pay, on each Interest Payment Date, an interest amount in respect of the Notes for an amount per Calculation Amount (the **Calculation Amount**) determined by the Determination Agent on the immediately preceding Interest Determination Date in accordance with the following formula:

$$Coupon\ Amount = Min\ (Cap;\ Relevant\ Underlying\ Performance + Prior\ Reserve) \times Calculation\ Amount$$

where:

Reserve Cap means the percentage specified as such in the applicable Final Terms;

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with the provisions of Section 3 (*Performance Determination Terms*) specified as being applicable in the applicable Final Terms;

Reserve means, for each Interest Determination Date, the percentage determined by the Determination Agent in accordance with the following formula:

Reserve = Min [Reserve Cap ; Prior Reserve + Relevant Underlying Performance – Coupon Amount]

Prior Reserve means, for each Interest Determination Date, the Reserve determined in respect of the preceding Interest Determination Date (as the case may be) and in respect of the first Interest Determination Date, the Initial Reserve; and

Initial Reserve means the percentage specified as such in the applicable Final Terms.

27. **Budget Barrier Conditional Coupon**

If "Budget Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay an amount of interest in respect of the Notes on each Interest Payment Date, in each case conditional on (a) the Relevant Underlying Performance as of the first Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value, or (b) the Sum of Performance as of any of the subsequent Interest Determination Dates being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified barrier value. If such condition is not satisfied, no such interest will be payable.

If "Budget Barrier Conditional Coupon" is applicable as specified in the applicable Final Terms, and if (a) the Relevant Underlying Performance (such Relevant Underlying Performance being floored at zero) as of the first Interest Determination Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date, or (b) the Sum of Performance as of any of the subsequent Interest Determination Dates being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Coupon Barrier Value for such Interest Determination Date, the Issuer will on the immediately following Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

Coupon Amount = Calculation Amount × (Coupon Rate × NPED)

Where:

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms expressed as a percentage;

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms;

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms; and

Sum of Performance means the sum of the Relevant Underlying Performance determined for the preceding Interest Determination Date and the Relevant Underlying Performance of the relevant Interest Determination Date, such Relevant Underlying Performance being floored at zero.

28. **Modified Locked IRR Coupon**

If "Modified Locked IRR Coupon" is specified as applicable in the applicable Final Terms, the Issuer will pay interest on the Notes on each Interest Payment Date (a) in an amount linked to a percentage of the performance of the Relevant Underlying determined as of the relevant Interest Determination, if Perf IRR as of the Interest Determination Date immediately preceding the Interest Payment Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a value specified as the Lock in Barrier Value for that earlier Interest Determination Date, or (b) at a fixed amount of interest, if Perf IRR as of any Interest Determination Date preceding the Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a value specified as the Lock in Barrier Value for that earlier Interest Determination Date.

If "Modified Locked IRR Coupon" is specified as applicable in the applicable Final Terms the Issuer will on each Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent as of the Interest Determination Date immediately preceding such Interest Payment Date as follows:

(a) if Perf IRR as of the Interest Determination Date immediately preceding the Interest Payment Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock in Barrier Value, in accordance with the following formula:

Coupon Amount= Max [0; [Relevant Underlying Performance + 1)^1/I–1]]) × Calculation Amount]

(b) if Perf IRR as of any Interest Determination Date preceding the Interest Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock in Barrier Value, in accordance with the following formula:

Coupon Amount = Coupon Rate × Calculation Amount

where:

Coupon Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms.

I means, for a given Interest Determination Date (included), the number of Interest Determination Date(s) which occurred since the Issue Date;

Perf IRR means the performance of the Relevant Underlying determined in accordance with the following formula: *[Relevant Underlying Performance + 1)^1/I–1];* and

Relevant Underlying Performance means the percentage determined by the Determination Agent as of the relevant Interest Determination Date in accordance with the provisions of

Section 3 (*Performance Determination Terms*) specified as being applicable in the applicable Final Terms.

29. **Structured Spread Rate Coupon**

If "Structured Spread Rate Coupon" is specified as applicable in the applicable Final Terms, the Issuer will pay interest on the Notes on each Interest Payment Date in an amount equal to the product of the Calculation Amount and the sum of the Structured Spread Rate plus the applicable Margin as determined by the Determination Agent as of the relevant Interest Determination Date. For the avoidance of doubt, this Interest Provision will only apply with respect to Floating Rate Notes.

If "Structured Spread Rate Coupon" is specified as applicable in the applicable Final Terms, the Issuer will on each Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent as of the Interest Determination Date immediately preceding such Interest Payment Date in accordance with the following formula:

Coupon Amount = (Structured Spread Rate + Margin) × Calculation Amount

Where:

Default Number 1 means the number specified as such in the applicable Final Terms;

Default Number 2 means the number specified as such in the applicable Final Terms;

Level 1 means, either (i) the Default Number 1, if Reference Rate 1 is equal to zero, or (ii) W1, if Reference Rate 1 is not equal to zero;

Level 2 means, either (i) Max[Default Number 2 ; Z1 x Level 1], if Reference Rate 2 is equal to zero, or (ii) W2, if Reference Rate 2 is not equal to zero;

Structured Spread Rate means, in respect of an Interest Period, an amount expressed as a percentage, determined by the Determination Agent on the Interest Determination Date in respect of such Interest period in accordance with the following formula:

$$\frac{Level\ 2\ \times\ Reference\ Rate\ 2\ -\ Level\ 1\ \times Reference\ Rate\ 1}{Level\ 2\ -\ Level\ 1}$$

W1 means an amount determined by the Determination Agent in accordance with the following formula:

$$\frac{1-(1+Reference\ Rate\ 1)^{-Y1}}{Reference\ Rate\ 1}$$

W2 means an amount determined by the Determination Agent in accordance with the following formula:

$$Max\left[\frac{1-(1+Reference\ Rate\ 2)^{-Y2}}{Reference\ Rate\ 2}\ ;Z1\ \times Level\ 1\right]$$

Y1 means the number specified as such in the applicable Final Terms;

Y2 means the number specified as such in the applicable Final Terms; and

Z1 means the number specified as such in the applicable Final Terms.

30. **Booster Participation Coupon**

If "Booster Participation Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on the Notes on each Interest Payment Date in an amount linked to a percentage of the performance of the Relevant Underlying determined as of the relevant Interest Determination.

If "Booster Participation Coupon" is applicable as specified in the applicable Final Terms the Issuer will on each Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent as of the Interest Determination Date immediately preceding such Interest Payment Date in accordance with the following formula:

Coupon Amount= Calculation Amount x (Final Upside Amount - the Final Downside Amount)

where:

Downside Gearing means the percentage rate specified as such in the applicable Final Terms;

Final Downside Amount means an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

Downside Gearing x Max(0, Relevant Underlying Performance)

Final Upside Amount means an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula, provided that Put Performance shall not be applicable for the determination of the Final Upside Amount:

Participation Rate x Max(0, Relevant Underlying Performance)

Participation Rate means, for each Interest Determination Date, the rate expressed as a percentage specified as such in the applicable Final Terms; and

Relevant Underlying Performance means the percentage determined by the Determination Agent as of the relevant Interest Determination Date in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, **provided that Put Performance shall be specified in the applicable Final Terms as applicable for the determination of the Final Upside Amount**.

31. **Cappuccino Coupon**

If "Cappuccino Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on the Notes on each Interest Payment Date in an amount equal to the sum of the applicable Relevant Underlying Performance of each Basket Components, provided that if the Relevant Underlying Performance for a Basket Component is (a) greater than, (b) greater than or equal to, (c) less than or (d) less than or equal to the Coupon Barrier Value, then a Rebate Percentage will be used for such Basket Component instead of its Relevant Underlying Performance. If "Capitalised" is specified as applicable in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest equal to the sum of amounts determined as of each Interest Determination Date. This Interest Provision is only applicable if the Relevant Underlying is a Basket and "Basket Components Individual Valuation" is specified as applicable in the applicable Final Terms.

If the applicable Final Terms specify "**Cappuccino Coupon**" to be applicable, the Issuer shall on each Interest Payment Date pay interest on the Notes in an amount per Calculation Amount

(the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

$$Calculation\ Amount \text{ x } Max\left[Minimum\ Rate\ ; [\sum_{i=1}^{p}\frac{1}{p}(Performance\ Rate)]\right]$$

Provided that, if "Capitalised" is applicable as specified in the applicable Final Terms, the Issuer shall instead pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount.

where:

Cap means, if applicable, the value specified as such in the applicable Final Terms for each Basket Component;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage);

Floor means, if applicable, the value specified as such in the applicable Final Terms for each Basket Component;

Performance Rate means, in respect of any Interest Determination Date and a Basket Component$_i$:

(a) if the Determination Agent determines that the Relevant Underlying Performance as of any Interest Determination Date is (a) greater than, (b) greater than or equal to, (c) less than or (d) less than or equal to the Coupon Barrier Value, a percentage determined by the Determination Agent for such Basket Component$_i$ in accordance with the following formula:

Min (Cap; Max (Floor ; Relevant Underlying Performance))

or

(b) if (a) above does not apply, the Rebate Percentage.

Relevant Underlying Performance means the percentage determined by the Determination Agent in respect of any Basket Component$_i$ in accordance the relevant "*Basket Components Individual Valuation"* specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value, determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value; and

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date(s) as determined by the Determination Agent.

32. **Serenity Coupon**

If "Serenity Coupon" is applicable as specified in the applicable Final Terms, the Issuer will pay interest on the Notes on each Interest Payment Date in an amount equal to the sum of (a) the applicable capped Relevant Underlying Performance for each of the Worst Performing

Basket Components, and (b) a Rebate Percentage for each of the Best Performing Basket Components. If "Capitalised" is specified as applicable in the applicable Final Terms, the Issuer will on the earliest of the dates specified as the "Redemption Date" pay an amount of interest equal to the sum of amounts determined as of each Interest Determination Date. This Interest Provision is only applicable if the Relevant Underlying is a Basket and "Basket Components Individual Valuation" is specified as applicable in the applicable Final Terms.

If the applicable Final Terms specify "**Serenity Coupon**" to be applicable, the Issuer shall on each Interest Payment Date pay interest on the Notes in an amount per Calculation Amount (the **Coupon Amount**) determined by the Determination Agent in accordance with the following formula:

$$Calculation\ Amount \text{ x } Max\left[Minimum\ Rate\ ; [\sum_{i=1}^{p} \frac{1}{p}(Performance\ Rate)]\right]$$

Provided that, if "Capitalised" is applicable as specified in the applicable Final Terms, the Issuer shall instead pay interest on the Notes on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount.

where:

Best Performing Basket Components mean the Basket Components determined by the Determination Agent as follows:

(a) by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Initial Reference Value, starting with the Basket Component with the *highest* such value (Basket Component 1) and ending with the Basket Component with the *lowest* such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent); and

(a) by selecting the numbered Basket Components corresponding to the numbers specified for the Best Performing Basket Components in the applicable Final Terms in the format "J = …" (so that, for example, where there are 10 Basket Components and the Best Performing Basket Components are identified as "J= 1, 2…5" in the applicable Final Terms, the Best Performing Basket Components will comprise the 5 Basket Components from and including Basket Component 1 to and including Basket Component 5),

where "**J**" is a number from 1 to N denoting one of the Basket Components numbered as described in **Error! Reference source not found.**~~**Error! Reference source not found.**~~ and selected as described in **Error! Reference source not found.**~~**Error! Reference source not found.**~~ and "**N**" is the total number of Basket Components.

Cap means, if applicable, the value specified as such in the applicable Final Terms for each Basket Component;

Coupon Barrier Value means, for each Interest Determination Date, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage);

Performance Rate means, in respect of any Interest Determination Date and a Basket Component$_i$:

(b) for each of the Best Performing Basket Components, the Rebate Percentage; and

(c) for each of the Worst Performing Basket Components, a percentage determined by the Determination Agent in accordance with the following formula:

Min (Cap; Max (Floor ; Relevant Underlying Performance))

Relevant Underlying Performance means the percentage determined by the Determination Agent in respect of any Basket Component$_i$ in accordance the relevant "*Basket Components Individual Valuation"* specified as being applicable in the applicable Final Terms, and where the Coupon Barrier Value is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Coupon Barrier Value, determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value;

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date(s) as determined by the Determination Agent; and

Worst Performing Basket Components means the Basket Components which are not the Best Performing Basket Components.

33. **Knock-Out Event Coupon**

If the "Knock-Out Event" feature is applicable as specified in the applicable Final Terms, the Issuer will pay interest in respect of the Notes in accordance with the applicable Interest Provision, provided that no Knock-Out Event has occurred.

If a Knock-Out Event has occurred no interest will be paid in respect of the Interest Provision with respect to which a Knock-Out Event is specified as applicable. For the avoidance of doubt, if a Knock-Out Event has occurred, no interest pursuant to the relevant Interest Provision will be payable on the Notes on any Interest Payment Date following such event.

The "Knock-Out Event" feature may be specified as applicable with respect to all the Interest Provisions described above as specified in the applicable Final Terms.

The Knock-Out Event may include one or more Lower Knock-Out Event Barrier Level, one or more Upper Knock-Out Event Barrier Level or a combination of both, all as specified as applicable in the applicable Final Terms.

where:

Knock-Out Event means that, in respect of each, or any, as specified as applicable in the Final Terms, Knock-Out Event Observation Date, the Relevant Underlying Performance as of the relevant Knock-Out Event Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than, (iv) less than or equal to, as specified in the applicable Final Terms, than the Lower Knock-Out Event Barrier Value or (i) greater than, (ii) greater than or equal to, (iii) less than, (iv) less than or equal to, as specified in the applicable Final Terms, less than the Upper Knock-Out Event Barrier Value on the relevant Knock-Out Event Observation Date;

Knock-Out Event Observation Date means the date(s) specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 9.1 (Valuation, Market Disruption, Reference Dates and Averaging Dates), Condition 12.1 (Market Disruption, Reference Dates and Averaging Dates), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Valuation, Market Disruption, Reference Dates and*

Averaging Dates) (as the case may be), which apply *mutatis mutandis* as if such Knock-Out Event Observation Date were an Interest Determination Date;

Lower Knock-Out Event Barrier Value means, if specified as applicable in the applicable Final terms, for each Knock-Out Event Observation Date, the value specified as such in the applicable Final Terms, (expressed as a single value, as a mathematical formula or as a percentage);

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Lower Knock-Out Event Barrier Value or the Upper Knock-Out Event Barrier Value, as applicable, is expressed in the Final Terms as a level of the Relevant Underlying, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Lower Knock-Out Event Barrier Value or the Upper Knock-Out Event Barrier Value, as applicable, determine Relevant Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value; and

Upper Knock-Out Event Barrier Value means, if specified as applicable in the applicable Final terms, for each Knock-Out Event Observation Date, the value specified as such in the applicable Final Terms, (expressed as a single value, as a mathematical formula or as a percentage).

Section 5
Early Redemption Terms

If applicable as specified in the applicable Final Terms for any Series of Linked Notes, the provisions of one of the paragraphs set out below in this Section 5 (each **Early Redemption Terms**) shall apply to such Notes.

Early Redemption Terms

1. Barrier Automatic Early Redemption (Principal at Risk) 390382
2. Partial Automatic Early Redemption (Principal at Risk) 390382
3. Automatic Early Redemption Based on Coupons (Principal at Risk) 391383
4. Double Barrier Automatic Early Redemption – Option 1 392384
5. Double Barrier Automatic Early Redemption – Option 2 393385
6. Automatic Early Redemption – Range of Barriers 394386
7. Barrier Automatic Early Redemption – Barrier or Surperformance 394386
8. Budget Barrier Automatic Early Redemption (Principal at Risk) 396388
9. Asynchronous Barrier Automatic Early Redemption (Principal at Risk) 396388

For the purposes of the Early Redemption Terms:

Automatic Early Redemption Date means each date specified as such in the applicable Final Terms;

Automatic Early Redemption Valuation Date means each date specified as such in the applicable Final Terms, subject to adjustment in accordance with Condition 16.12;

Relevant Underlying Performance means (i) the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, or (ii) where the Autocall Barrier Value, the First Autocall Barrier Value, the Second Autocall Barrier Value, the Restructuring Autocall Barrier Value, the Autocall Barrier High Range Value or the Autocall Barrier Low Range Value, as applicable, is expressed in the Final Terms as the Relevant Underlying Value or a percentage of the Initial Reference Value, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Autocall Barrier Value, the First Autocall Barrier Value, the Second Autocall Barrier Value, the Restructuring Autocall Barrier Value, the Autocall Barrier High Range Value or the Autocall Barrier Low Range Value, as applicable, determine the Relevant Underlying Value by multiplying the percentage determined in accordance with such provisions of Section 2 (Value Determination Terms) and the Initial Reference Value; and

Autocall Early Redemption Rate means the percentage rate specified as such in the applicable Final Terms (and if different rates are so specified for different Automatic Early Redemption Valuation Dates, the percentage rate or mathematical formula so specified for the relevant Automatic Early Redemption Valuation Date);

Autocall Barrier Value means, in respect of an Automatic Early Redemption Valuation Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage); **Initial Reference Value**, if applicable, means, as specified in the applicable Final Terms, either the value specified as such in the applicable Final Terms or the Relevant Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms;

First Autocall Barrier Value means the means, in respect of an Automatic Early Redemption Valuation Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage);

Second Autocall Barrier Value means the means, in respect of an Automatic Early Redemption Valuation Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage); and

Relevant Underlying Value means the value as determined by the Determination Agent in accordance with the applicable Value Determination Terms as specified in the applicable Final Terms.

1. **Barrier Automatic Early Redemption**

If "Barrier Automatic Early Redemption" is applicable as specified in the applicable Final Terms, and if the Relevant Underlying Performance as of any specified Automatic Early Redemption Valuation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Autocall Barrier Value, the Notes will be redeemed early by the Issuer at a fixed Automatic Early Redemption Amount on the relevant Automatic Early Redemption Date.

If "Barrier Automatic Early Redemption" is applicable as specified in the applicable Final Terms, and the Determination Agent determines that the Relevant Underlying Performance, as of any Automatic Early Redemption Valuation Date, is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Autocall Barrier Value in respect of such date, then (unless the Notes have been previously redeemed or purchased and cancelled in accordance with the Conditions) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Notes on the immediately following Automatic Early Redemption Date at the Automatic Early Redemption Amount for such Automatic Early Redemption Valuation Date being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

Automatic Early Redemption Amount = Autocall Early Redemption Rate x Calculation Amount

2. **Partial Automatic Early Redemption**

If "Partial Automatic Early Redemption" is specified as applicable in the applicable Final Terms, there is a partial automatic early redemption at a fixed partial automatic early redemption rate per Calculation Amount on the partial automatic early redemption date and then, if the Relevant Underlying Performance as of any specified Automatic Early Redemption Valuation Date, is (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Autocall Barrier Value, the Notes will be redeemed early by the Issuer at a fixed Automatic Early Redemption Amount (on the Reduced Calculation Amount) on the relevant Automatic Early Redemption Date. For the avoidance of doubt, the Coupon Amount will be calculated after the partial automatic early redemption on the Reduced Calculation Amount (it being specified that the concept of Reduced Calculation Amount is only used for the purposes of the calculation of redemption and interest amounts. The denomination of the Notes will remain the Calculation Amount).

If "Partial Automatic Early Redemption" is specified as applicable in the applicable Final Terms, and the Determination Agent determines that, after the Partial Automatic Early Redemption Date, the Relevant Underlying Performance, as of any Automatic Early Redemption Valuation Date, is (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the Autocall Barrier Value in respect of such date, then (unless the Notes have been previously redeemed or purchased and cancelled in accordance with the Conditions) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Notes on the immediately following

Automatic Early Redemption Date at the Automatic Early Redemption Amount for such Automatic Early Redemption Valuation Date being an amount per Reduced Calculation Amount determined by the Determination Agent in accordance with the following formula:
Automatic Early Redemption Amount = Autocall Early Redemption Rate x Reduced Calculation Amount

where:

Partial Automatic Early Redemption Rate means the percentage rate specified as such in the applicable Final Terms;

Partial Automatic Early Redemption Date means the date specified in the applicable Final Terms as a date falling after the specified number of months after the Issue Date; and

Reduced Calculation Amount means the Calculation Amount at the Issue Date less the product to the Partial Automatic Early Redemption Rate and the Calculation Amount.

3. **Automatic Early Redemption Based on Coupons**

If " Automatic Early Redemption Based on Coupons" is specified as applicable in the applicable Final Terms, and if either (i) where Minimum Number of Coupons is specified as applicable in the applicable Final Terms, the Issuer has paid more than the Minimum Number of Coupons specified in the applicable Final Terms, (ii) where Minimum Number of Time is specified as applicable in the applicable Final Terms, the Relevant Underlying Performance as of any specified Automatic Early Redemption Valuation Date has been at least a Minimum Number of Time 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, as specified in the applicable Final Terms, the relevant value specified as the Autocall Barrier Value and/or (iii) where Minimum Aggregate Percentage is specified as applicable in the applicable Final Terms, the sum of the Coupon Amounts paid to the Noteholders exceeds the Minimum Aggregate Percentage of the Calculation Amount specified in the applicable Final Terms, the Notes will be redeemed early by the Issuer at a fixed Automatic Early Redemption Amount on the relevant Automatic Early Redemption Date.

If "Automatic Early Redemption based on Coupons" is specified as applicable in the applicable Final Terms, and the Determination Agent determines that (as applicable) one or more of condition (i) to (iii) above has occurred, then (unless the Notes have been previously redeemed or purchased and cancelled in accordance with the Conditions) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Notes on the immediately following Automatic Early Redemption Date at the Automatic Early Redemption Amount for such Automatic Early Redemption Valuation Date being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

Automatic Early Redemption Amount = Autocall Early Redemption Rate x Calculation Amount

Where:

Minimum Aggregate Percentage, if applicable, means the percentage rate specified as such in the applicable Final Terms;

Minimum Number of Coupons, if applicable, means a number of coupons paid to the Noteholders specified in the applicable Final Terms; and

Minimum Number of Time, if applicable, means a number specified in the applicable Final Terms.

4. **Double Barrier Automatic Early Redemption – Option 1**

If "Double Barrier Automatic Early Redemption – Option 1" is applicable as specified in the applicable Final Terms, the Notes will be redeemed early by the Issuer at a fixed Automatic Early Redemption Amount equal to Par on the relevant Automatic Early Redemption Date (a) if the Relevant Underlying Performance as of each Restructuring Automatic Early Redemption Valuation Date preceding the relevant Automatic Early Redemption Valuation Date has been greater than or equal to the relevant value specified as the Restructuring Autocall Barrier Value in the applicable Final Terms and if the Relevant Underlying Performance as of the relevant Automatic Early Redemption Valuation Date is greater than or equal to the relevant value specified as the First Autocall Barrier Value or (b) if the Relevant Underlying Performance as of any Restructuring Automatic Early Redemption Valuation Date preceding the relevant Automatic Early Redemption Valuation Date has been less than the relevant value specified as the Restructuring Autocall Barrier Value in the applicable Final Terms and if the Relevant Underlying Performance as of the relevant Automatic Early Redemption Valuation Date is greater than or equal to the relevant value specified as the Second Autocall Barrier Value.

If "Double Barrier Automatic Early Redemption – Option 1" is applicable as specified in the applicable Final Terms, (unless the Notes have been previously redeemed or purchased and cancelled in accordance with the Conditions) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Notes on the immediately following Automatic Early Redemption Date at the Automatic Early Redemption Amount for such Automatic Early Redemption Valuation Date being an amount per Calculation Amount equal to the Calculation Amount, if either:

(a) the Relevant Underlying Performance, as of each Restructuring Automatic Early Redemption Valuation Date preceding the relevant Automatic Early Redemption Valuation Date has been greater than or equal to the relevant value specified as the Restructuring Autocall Barrier Value and if the Relevant Underlying Performance as of the relevant Automatic Early Redemption Valuation Date is greater than or equal to the relevant value specified as the First Autocall Barrier Value; or

(b) if the Relevant Underlying Performance as of any Restructuring Automatic Early Redemption Valuation Date preceding the relevant Automatic Early Redemption Valuation Date has been less than the relevant value specified as the Restructuring Autocall Barrier Value and if the Relevant Underlying Performance as of the relevant Automatic Early Redemption Valuation Date is greater than or equal to the relevant value specified as the Second Autocall Barrier Value.

No early redemption will otherwise occur.

where:

Restructuring Automatic Early Redemption Valuation Date means each date specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 16.12, which apply *mutatis mutandis* as if such Restructuring Automatic Early Redemption Valuation Date were an Automatic Early Redemption Valuation Date; and

Restructuring Autocall Barrier Value means, in respect of a Restructuring Automatic Early Redemption Valuation Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage).

5. **Double Barrier Automatic Early Redemption – Option 2**

If "Double Barrier Automatic Early Redemption – Option 2" is applicable as specified in the applicable Final Terms, the Notes will be redeemed early by the Issuer at a fixed Automatic Early Redemption Amount equal to Par on the relevant Automatic Early Redemption Date (a) if the Relevant Underlying Performance as the relevant Automatic Early Redemption Valuation Date is greater than or equal to the relevant value specified as the First Autocall Barrier Value in the applicable Final Terms or (b) if the Relevant Underlying Performance has been during the Basis Period from, and including, (x) the Strike Date until to, but excluding, the First Automatic Early Redemption Valuation Date (with respect to the First Automatic Early Redemption Valuation Date) or (y) the Automatic Early Redemption Valuation Date immediately preceding the relevant Automatic Early Redemption Valuation Date until to, but excluding, the relevant Automatic Early Redemption Valuation Date (with respect to any Automatic Early Redemption Valuation Date other than the First Automatic Early Redemption Valuation Date), equal or greater than to the relevant value specified as the Second Autocall Barrier Value.

If "Double Barrier Automatic Early Redemption – Option 2" is applicable as specified in the applicable Final Terms, (unless the Notes have been previously redeemed or purchased and cancelled in accordance with the Conditions) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Notes on the immediately following Automatic Early Redemption Date at the Automatic Early Redemption Amount for such Automatic Early Redemption Valuation Date being an amount per Calculation Amount equal to the Calculation Amount, if either:

(a) the Relevant Underlying Performance, as of the relevant Automatic Early Redemption Valuation Date is greater than or equal to the relevant value specified as the First Autocall Barrier Value; or

(b) if the Relevant Underlying Performance has been during the Basis Period from, and including, (x) the Strike Date until to, but excluding, the First Automatic Early Redemption Valuation Date (with respect to the First Automatic Early Redemption Valuation Date) or (y) the Automatic Early Redemption Valuation Date immediately preceding the relevant Automatic Early Redemption Valuation Date until to, but excluding, the relevant Automatic Early Redemption Valuation Date (with respect to any Automatic Early Redemption Valuation Date other than the First Automatic Early Redemption Valuation Date), equal or greater than to the relevant value specified as the Second Autocall Barrier Value.

No early redemption will otherwise occur.

where:

Basis Period means a daily, weekly, monthly or quarterly basis, as specified in the applicable Final Terms;

First Autocall Barrier Value means the means, in respect of an Automatic Early Redemption Valuation Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage); and

First Automatic Early Redemption Valuation Date means the date specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 16.12, which apply *mutatis mutandis*

as if such First Automatic Early Redemption Valuation Date were an Automatic Early Redemption Valuation Date.

6. **Automatic Early Redemption – Range of Barriers**

If " Automatic Early Redemption – Range of Barriers" is applicable as specified in the applicable Final Terms, the Notes will be redeemed early by the Issuer at an Automatic Early Redemption Amount equal to Par on the relevant Automatic Early Redemption Date if the Relevant Underlying Performance as of any specified Automatic Early Redemption Range Valuation Date is (i) less than or (ii) less than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Autocall Barrier High Range Value and is (i) greater than, (ii) greater than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Autocall Barrier Low Range Value.

If "Barrier Automatic Early Redemption – Range of Barriers" is applicable as specified in the applicable Final Terms (unless the Notes have been previously redeemed or purchased and cancelled in accordance with the Conditions) an **Automatic Early Redemption Event** shall be deemed to have occurred and the Issuer shall redeem the Notes on the immediately following Automatic Early Redemption Date at the Automatic Early Redemption Amount being an amount per Calculation Amount equal to the Calculation Amount, if the Relevant Underlying Performance as of any specified Automatic Early Redemption Range Valuation Date is (i) less than or (ii) less than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Autocall Barrier High Range Value and is (i) greater than, (ii) greater than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Autocall Barrier Low Range Value.

where

Automatic Early Redemption Range Valuation Date means each date specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 16.12, which apply *mutatis mutandis* as if such Automatic Early Redemption Range Valuation Date were an Automatic Early Redemption Valuation Date;

Autocall Barrier High Range Value means, in respect of an Automatic Early Redemption Range Valuation Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage); and

Autocall Barrier Low Range Value means, in respect of an Automatic Early Redemption Range Valuation Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage).

7. **Barrier Automatic Early Redemption – Barrier or Surperformance**

If "Barrier Automatic Early Redemption – Barrier or Surperformance" is applicable as specified in the applicable Final Terms, the Notes will be redeemed early by the Issuer at a fixed Automatic Early Redemption Amount equal to Par on the relevant Automatic Early Redemption Date if the Relevant Underlying Performance as of any Restructuring Automatic Early Redemption Valuation Date is (a) (i) greater than or, (ii) greater than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Autocall Barrier Value or (b) less than the relevant value specified as the Autocall Barrier Value but (i) greater than or, (ii) greater than or equal to, as specified in the applicable Final Terms, the Relevant Compared Underlying Performance.

If " Barrier Automatic Early Redemption – Barrier or Surperformance" is applicable as specified in the applicable Final Terms, (unless the Notes have been previously redeemed or purchased and cancelled in accordance with the Conditions) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Notes on the

immediately following Automatic Early Redemption Date at the Automatic Early Redemption Amount being an amount per Calculation Amount equal to the Calculation Amount, if either the Relevant Underlying Performance, as of any Restructuring Automatic Early Redemption Valuation Date is:

(a) (i) greater than or, (ii) greater than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Autocall Barrier Value; or

(b) less than the relevant value specified as the Autocall Barrier Value but (i) greater than or, (ii) greater than or equal to, as specified in the applicable Final Terms, the Relevant Compared Underlying Performance.

No early redemption will otherwise occur.

where:

Initial Reference Value of the Underlying, if applicable, means, as specified in the applicable Final Terms, either the value specified as such in the applicable Final Terms or the Relevant Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms;

Initial Reference Value of the Compared Underlying, if applicable, means, as specified in the applicable Final Terms, either the value specified as such in the applicable Final Terms or the Relevant Compared Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms; it being specified that for the purposes of determining the Initial Reference Value of the Compared Underlying all references in Section 2 (*Value Determination Terms*) to "Relevant Underlying" shall be deemed to be replaced by references to "Compared Underlying";

Relevant Compared Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Relevant Compared Underlying Performance, determine the Relevant Compared Underlying Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value of the Compared Underlying; it being specified that for the purposes of determining the Initial Reference Value of the Compared Underlying all references in Section 3 (*Performance Determination Terms*) to "Relevant Underlying" shall be deemed to be replaced by references to "Compared Underlying";

Compared Underlying means the share(s), index(es), exchange traded fund(s), a currency pair, inflation index(es), the fund(s) and/or the futures contracts specified in the applicable Final Terms as the Underlying Share, the Basket of Shares (for Equity-Linked Notes), the Index, the Basket of Indices (for Index-Linked Notes), the ETF Interest, the Basket of ETF Interests (for Equity-Linked Notes), the Basket of Currency Pair (for Currency-Linked Notes), the Inflation Index, the Basket of Inflation Indices (for Inflation-Linked Notes), the Fund Interest, the Basket of Funds (for Fund-Linked Notes) and/or the Futures Contract, the Basket of Futures Contracts (for Futures Contract-Linked Notes) and, where the context so permits, each such share, index, exchange traded fund, currency pair, inflation index, fund, fund interest or futures contract; and

Relevant Compared Underlying Value means the value as determined by the Determination Agent in accordance with the applicable Value Determination Terms as specified in the applicable Final Terms.

8. **Budget Barrier Automatic Early Redemption**

If "Budget Barrier Automatic Early Redemption " is applicable as specified in the applicable Final Terms, (a) the Relevant Underlying Performance as of the first Automatic Early Redemption Valuation Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified Autocall Barrier Value, or (b) the Sum of Performance as of any of the subsequent Automatic Early Redemption Valuation Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified Autocall Barrier Value, the Notes will be redeemed early by the Issuer at a fixed Automatic Early Redemption Amount on the relevant Automatic Early Redemption Date.

If "Budget Barrier Automatic Early Redemption" is applicable as specified in the applicable Final Terms, and the Determination Agent determines that (a) the Relevant Underlying Performance (such Relevant Underlying Performance being floored at zero) as of the first Automatic Early Redemption Valuation Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified Autocall Barrier Value, or (b) the Sum of Performance as of any of the subsequent Automatic Early Redemption Valuation Date being (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, a specified Autocall Barrier Value, then (unless the Notes have been previously redeemed or purchased and cancelled in accordance with the Conditions) an Automatic Early Redemption Event shall be deemed to have occurred and the Issuer shall redeem the Notes on the immediately following Automatic Early Redemption Date at the Automatic Early Redemption Amount for such Automatic Early Redemption Valuation Date being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

Automatic Early Redemption Amount = Autocall Early Redemption Rate x Calculation Amount

where

Relevant Underlying Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms; and

Sum of Performance means the sum of the Relevant Underlying Performance determined for the preceding Automatic Early Redemption Valuation Date and the Relevant Underlying Performance of the relevant Automatic Early Redemption Valuation Date, such Relevant Underlying Performance being floored at zero.

9. **Asynchronous Barrier Automatic Early Redemption**

If "Asynchronous Barrier Automatic Early Redemption" is applicable as specified in the applicable Final Terms and the Performance of each Basket Component as of the relevant Automatic Early Redemption Valuation Date or as of any previous Automatic Early Redemption Valuation Date is or has been (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the relevant value specified as the Asynchronous Autocall Barrier Value, the Notes will be redeemed early by the Issuer at a fixed Automatic Early Redemption Amount on the relevant Automatic Early Redemption Date. This Early Redemption Terms is only applicable if the Relevant Underlying is a Basket and "Basket Components Individual Valuation" is specified as applicable in the applicable Final Terms.

If "Asynchronous Barrier Automatic Early Redemption" is applicable as specified in the applicable Final Terms, and the Determination Agent determines that an Asynchronous Autocall Event occurred for each Basket Component on the relevant Automatic Early

Redemption Valuation Date or as of any previous Automatic Early Redemption Valuation Date, then (unless the Notes have been previously redeemed or purchased and cancelled in accordance with the Conditions) an **Automatic Early Redemption Event** shall be deemed to have occurred and the Issuer shall redeem the Notes on the immediately following Automatic Early Redemption Date at the Automatic Early Redemption Amount for such Automatic Early Redemption Valuation Date being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

Automatic Early Redemption Amount = Autocall Early Redemption Rate x Calculation Amount

where

Asynchronous Autocall Event means that the Performance of the relevant Basket Component on the Automatic Early Redemption Valuation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Asynchronous Autocall Barrier Value in respect of such date;

Basket Component Performance means the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and where the Asynchronous Autocall Barrier Value is expressed in the Final Terms as a level of the Basket Component, the Determination Agent shall, for the purposes of comparing the Basket Component Performance and the Asynchronous Autocall Barrier Value, determine the Basket Component Performance by multiplying the percentage determined in accordance with such provisions of Section 3 (*Performance Determination Terms*) and the Initial Reference Value of the relevant Basket Component;

Asynchronous Autocall Barrier Value means, in respect of an Automatic Early Redemption Valuation Date, the value specified as such in the applicable Final Terms (which may be expressed as a single value or as a percentage);

Basket Component Initial Reference Value, if applicable, means, as specified in the applicable Final Terms, either the value of the Basket Component specified as such in the applicable Final Terms or the Basket Component Value as of the Strike Date as determined by the Determination Agent in accordance with such provisions of Section 2 (*Value Determination Terms*) as are specified as being applicable in the applicable Final Terms; and

Basket Component Value means the value of the relevant Basket Component as determined by the Determination Agent in accordance with the applicable Value Determination Terms as specified in the applicable Final Terms.

Section 6
Final Redemption Terms

Where Securities-Linked Redemption, Currency-Linked Redemption, Inflation-Linked Redemption, Fund-Linked Redemption, Futures Contract-Linked or Rate-Linked Redemption is applicable as specified in the applicable Final Terms, the Final Redemption Amount for the Linked Notes of the relevant Series shall be determined applying the provisions of one of the paragraphs set out below in this Section 6 (each **Final Redemption Terms**) as specified in the applicable Final Terms.

1. Barrier Redemption (Principal at Risk or Not at Risk) 399
2. Double Barrier Redemption (Principal at Risk) 400
3. Triple Barrier Redemption (Principal at Risk) 401
4. Geared Barrier Redemption (Principal at Risk) 403
5. Participation Redemption (Principal at Risk or Principal not at Risk) 403
6. Modified Airbag Barrier Redemption (Principal at Risk) 404
7. Lock in Redemption (Principal at Risk) 405
8. Barrier & Lock in Redemption (Principal at Risk) 405
9. Airbag Barrier Redemption (Principal at Risk) 406
10. Airbag Lock in Redemption (Principal at Risk) 406
11. Airbag Barrier & Lock in Redemption (Principal at Risk) 407
12. Participation (Low Barrier) Redemption (Principal at Risk) ..... 407~~408~~
13. Redemption linked with the Partial Automatic Early Redemption (Principal at Risk) 408
14. Synthetic Dividends Redemption (Principal not at Risk) 409
15. Modified Barrier & Lock in Redemption (Principal at Risk) ..... 409~~410~~
16. Booster Redemption (Principal at Risk) ..... 410~~411~~
17. Physical Settlement ..... 410~~412~~
18. Knock-Out Event feature ..... 413~~414~~

For the purposes of Final Redemption Terms:

Determination Date means, subject to the Conditions, the date specified as such in the Final Terms, subject to adjustments in accordance with Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 14.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be), which apply mutatis mutandis as if such Determination Date were an Interest Determination Date;

Barrier Observation Date(s) means the date(s) specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 9.1 (Valuation, Market Disruption, Reference Dates and Averaging Dates), Condition 12.1 (Market Disruption, Reference Dates and Averaging Dates), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be), which apply *mutatis mutandis* as if such Barrier Observation Date were an Interest Determination Date;

Cap means, if specified as applicable in the Final Terms, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage). If Cap is specified as "Not Applicable" in the Final Terms, any reference to Cap in any formula or calculation in respect of the relevant Notes shall be deemed not applicable and shall be disregarded;

Floor means, if specified as applicable in the Final Terms, the value specified as such in the applicable Final Terms (expressed as a single value or as a percentage). If Floor is specified as "Not Applicable" in the Final Terms, any reference to Floor in any formula or calculation in respect of the relevant Notes shall be deemed not applicable and shall be disregarded;

First Redemption Rate means the percentage rate (being superior to the Second Redemption Rate) specified as such in the applicable Final Terms;

Second Redemption Rate means the percentage rate (being inferior to the First Redemption Rate) specified as such in the applicable Final Terms.

Relevant Underlying Performance means (i) the percentage determined by the Determination Agent in accordance with such provisions of Section 3 (*Performance Determination Terms*) as are specified as being applicable in the applicable Final Terms, and (ii) where the Final Redemption Barrier Value, the Lower Knock-Out Event Barrier Level or the Upper Knock-Out Event Barrier Level, as applicable, is expressed in the Final Terms as the Relevant Underlying Value, the Determination Agent shall, for the purposes of comparing the Relevant Underlying Performance and the Final Redemption Barrier Value, the Lower Knock-Out Event Barrier Level or the Upper Knock-Out Event Barrier Level, as applicable, determine Relevant Underlying Value in accordance with such provisions of Section 2 (*Value Determination Terms*). **Provided that "Put Performance" must be specified as applicable in the applicable Final Terms for the purposes of calculating the Final Downside Amount only.**

Airbag Rate means the percentage rate specified as such in the applicable Final Terms;

Participation Rate means the percentage rate specified as such in the Final Terms; and

Percentage Rate means the percentage specified as such in the applicable Final Terms;

Final Redemption Barrier Value means the value specified as such in the applicable Final Terms which may be expressed as a single value or as a percentage;

Lock in Barrier Value means, in respect of each Barrier Observation Date, the value specified as such in the applicable Final Terms, which may be expressed as a single value or as a percentage;

Relevant Underlying Value means the value determined by the Determination Agent in according with the applicable Value Determination Terms as specified in the applicable Final Terms.

Initial Reference Value means, as specified in the applicable Final Terms, either the value specified as such in the applicable Final Terms or the Relevant Underlying Value as of the Strike Date as determined by the Determination Agent in accordance with the provisions of Section 2 (*Value Determination Terms*) specified as being applicable in the applicable Final Terms;

1. **Barrier Redemption (Principal at Risk or Not at Risk)**

If "Barrier Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) an amount equal or greater than Par, which may be linked to the Relevant Underlying Performance, if the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value in the applicable Final Terms, OR (b) in any other case, (i) at a fixed amount, which may be equal to Par, or (ii) at an amount linked to the performance of the Relevant Underlying, which may be less than Par, as specified in the applicable Final Terms.

If "Barrier Redemption" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value, which may be:

(i). a fixed amount greater than Par expressed as a percentage per Calculation Amount as specified in the applicable Final Terms; or

(ii). the rate expressed as a percentage, determined in accordance with the following formula:

Calculation Amount ×Min [Cap ; 100%+ (Participation Rate × Relevant Underlying Performance)]

(iii). the rate expressed as a percentage, determined in accordance with the following formula:

*Calculation Amount ×Min [Cap ; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [Percentage Rate] %*

(b) in any other case, the amount which may be:

(i). a fixed amount, which may be equal to Par, expressed as a percentage per Calculation Amount as specified in the applicable Final Terms; or

(ii). determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times Max\ (Floor\ ; (100\% + Relevant\ Underlying\ Performance))$$

Provided that if (a) above does not apply and Physical Settlement is specified as applicable in the applicable Final Terms, Condition 18 (*Physical Settlement*) and the Final Redemption Term described in paragraph 17 (*Physical Settlement*) below shall apply as specified in the applicable Final Terms.

2. **Double Barrier Redemption (Principal at Risk)**

If "Double Barrier Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) an amount greater than Par, which may be linked to the Relevant Underlying Performance, if the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°2 in the applicable Final Terms, (b) an amount greater than Par, which may be linked to the Relevant Underlying Performance, but lower than the amount determined in accordance with (a) above, if the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°1 and (B) (i) greater than (ii) greater than or equal to (iii) less than or (iv) less or equal as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°2 OR (c) in any other case, (i) a fixed amount, which may be equal to Par, or (ii) an amount linked to the performance of the Relevant Underlying, which may be less than Par.

If "Double Barrier Redemption" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) If the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°2, an amount which may be:

(i). a fixed amount greater than Par expressed as a percentage per Calculation Amount as specified in the applicable Final Terms; or

(ii). determined in accordance with the following formula:

Calculation Amount ×Min [Cap ; 100%+ (Participation Rate × Relevant Underlying Performance)]

(iii). determined in accordance with the following formula:

*Calculation Amount ×Min [Cap ; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [Percentage Rate] %*

(b) If the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°2, an amount, lower than the amount determined in accordance with (a) above, which may be:

(i). a fixed amount greater than Par expressed as a percentage per Calculation Amount as specified in the applicable Final Terms; or

(ii). determined in accordance with the following formula:

Calculation Amount ×Min [Cap ; 100%+ (Participation Rate × Relevant Underlying Performance)]

(iii). determined in accordance with the following formula:

*Calculation Amount ×Min [Cap ; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [Percentage Rate] %*; or

(c) in any other case, the amount which may be:

(i). a fixed amount, which may be equal to Par, expressed as a percentage per Calculation Amount as specified in the applicable Final Terms; or

(ii). determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times Max\ (Floor\ ; (100\% + Relevant\ Underlying\ Performance))$$

Provided that if (c)(ii) above applies and Physical Settlement is specified as applicable in the applicable Final Terms, Condition 18 (*Physical Settlement*) and the Final Redemption Term described in paragraph 17 (*Physical Settlement*) below shall apply as specified in the applicable Final Terms.

3. **Triple Barrier Redemption (Principal at Risk)**

If "Triple Barrier Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) an amount greater than Par, which may be linked to the Relevant Underlying Performance, if the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°3 in the applicable Final Terms, (b) an amount greater than Par, which may be linked to the

Relevant Underlying Performance, if the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°3 in the applicable Final Terms and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°2 in the applicable Final Terms, (c) Par, if the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to (iii) less than or (iv) less or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°2 in the applicable Final Terms, OR (d) in any other case, at an amount linked to the performance of the Relevant Underlying, which may be less than Par.

If "Triple Barrier Redemption" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) If the Determination Agent determines that the relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°3 which may be:

(i). a fixed amount, greater than Par, expressed as a percentage per Calculation Amount as specified in the applicable Final Terms; or

(ii). the rate expressed as a percentage, determined in accordance with the following formula:

Calculation Amount ×Min [Cap ; 100%+ (Participation Rate × Relevant Underlying Performance)]

(iii). the rate expressed as a percentage, determined in accordance with the following formula:

*Calculation Amount ×Min [Cap ; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [First Redemption Rate] %*

(b) If the Determination Agent determines that the relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°3 and is (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°2, which may be :

(i). a fixed amount, greater than Par, expressed as a percentage per Calculation Amount as specified in the applicable Final Terms; or

(ii). the rate expressed as a percentage, determined in accordance with the following formula:

Calculation Amount ×Min [Cap ; 100%+ (Participation Rate × Relevant Underlying Performance)

(iii). the rate expressed as a percentage, determined in accordance with the following formula:

*Calculation Amount ×Min [Cap ; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [Second Redemption Rate] %*

(c) the Calculation Amount, if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°2; or

(d) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times Max\ (Floor\ ; (100\% + Relevant\ Underlying\ Performance))$$

Provided that if (d) above applies and Physical Settlement is specified as applicable in the applicable Final Terms, Condition 18 (*Physical Settlement*) and the Final Redemption Term described in paragraph 17 (*Physical Settlement*) below shall apply as specified in the applicable Final Terms.

4. **Geared Barrier Redemption (Principal at Risk)**

If "Geared Barrier Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) Par, if the Final Reference Value as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Adjusted Initial Reference Value, OR (b) in any other case, at an amount linked to the performance of the Relevant Underlying, which may be less than Par.

If "Geared Barrier Redemption" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) the Calculation Amount, if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Adjusted Initial Reference Value; or

(b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times \frac{Final\ Reference\ Value}{Adjusted\ Initial\ Reference\ Value}$$

where:

Adjusted Initial Reference Value means the percentage of the Initial Reference Value specified as such in the applicable Final Terms.

5. **Participation Redemption (Principal at Risk or Principal not at Risk)**

If "Participation Redemption" is applicable as specified in the Final Terms of the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at an amount calculated by reference to a percentage of the performance of the Relevant Underlying which may be subject to a minimum percentage (Floor) and/or a maximum percentage (Cap).

If "Participation Redemption" is applicable as specified in the Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times \text{Min [Cap ; Max (Floor ; 100\% +} (Participation\ Rate \times Relevant\ Underlying\ Performance))]$$

6. **Modified Airbag Barrier Redemption (Principal at Risk)**

If " Modified Airbag Barrier Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) an amount greater than Par linked to the Relevant Underlying Performance, if the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°2 in the applicable Final Terms, (b) Par, if the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than (ii) greater than or equal to (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value n°2, OR (b) in any other case, at an amount linked to a percentage of the performance of the Relevant Underlying, which may be less than Par.

If "Modified Airbag Barrier Redemption" is specified in relation to the Final Redemption Amount in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) If the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°2, the rate expressed as a percentage, determined in accordance with the following formula:

Calculation Amount ×Min [Cap ; 100%+ (Participation Rate × Relevant Underlying Performance)]

(b) the Calculation Amount, if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (A) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°1 and (B) (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value n°2; or

(c) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

"*Final Redemption Amount =*

Calculation Amount × Max [Floor ; (100% + (Airbag Rate × (Final Reference Value / Initial Reference Value – Percentage Rate)))]"

7. **Lock in Redemption (Principal at Risk)**

If "Lock in Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) Par, if the Relevant Underlying Performance determined as of any specified Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock in Barrier Value in the applicable Final Terms, OR (b) in any other case, at an amount linked to the performance of the Relevant Underlying determined as of the Determination Date, which may be less than Par.

If "Lock in Redemption" is specified in relation to the Final Redemption Amount in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) the Calculation Amount, if the Determination Agent determines that the Relevant Underlying Performance as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Lock in Barrier Value; or

(b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times (100\% + Relevant\ Underlying\ Performance)$$

Provided that if (a) above does not apply and Physical Settlement is specified as applicable in the applicable Final Terms, Condition 18 (*Physical Settlement*) and the Final Redemption Term described in paragraph 17 (*Physical Settlement*) below shall apply as specified in the applicable Final Terms.

8. **Barrier & Lock in Redemption (Principal at Risk)**

If "Barrier & Lock in Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date either: (a) at Par, if either (1) the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value or (2) the Relevant Underlying Value determined as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock in Barrier Value, OR (b) if neither (1) nor (2) above applies, at an amount linked to the performance of the Relevant Underlying, which may be less than Par.

If "Barrier & Lock in Redemption" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) the Calculation Amount, if the Determination Agent determines that either (1) the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value; OR (2) the Relevant Underlying Value as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Lock in Barrier Value; or

(b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times (100\% + Relevant\ Underlying\ Performance)$$

Provided that if (a) above does not apply and Physical Settlement is specified as applicable in the applicable Final Terms, Condition 18 (*Physical Settlement*) and the Final Redemption Term described in paragraph 17 (*Physical Settlement*) below shall apply as specified in the applicable Final Terms.

9. **Airbag Barrier Redemption (Principal at Risk)**

If "Airbag Barrier Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) Par, if the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value in the applicable Final Terms, OR (b) in any other case, at an amount linked to a percentage of the performance of the Relevant Underlying, which may be less than Par.

If "Airbag Barrier Redemption" is specified in relation to the Final Redemption Amount in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) the Calculation Amount, if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value; or

(b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times (Airbag\ rate \times (100\% + Relevant\ Underlying\ Performance))$$

10. **Airbag Lock in Redemption (Principal at Risk)**

If "Airbag Lock in Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) Par, if the Relevant Underlying Performance determined as of any specified Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock in Barrier Value in the applicable Final Terms, OR (b) in any other case, at an amount calculated by reference to a percentage of the performance of the Relevant Underlying determined as of the Determination Date, which may be less than Par.

If "Airbag Lock in Redemption" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) the Calculation Amount, if the Determination Agent determines that the Relevant Underlying Performance as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Lock in Barrier Value; or

(b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times (Airbag\ rate \times (100\% + Relevant\ Underlying\ Performance))$$

11. **Airbag Barrier & Lock in Redemption (Principal at Risk)**

If "Airbag Barrier & Lock in Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date, either: (a) at Par, if either (1) the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value or (2) the Relevant Underlying Performance determined as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock in Barrier Value, OR (b) if neither (1) nor (2) above applies, at an amount calculated by reference to a percentage of the performance of the Relevant Underlying, which may be less than Par.

If "Airbag Barrier & Lock in Redemption" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) the Calculation Amount, if the Determination Agent determines that either (1) the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value; OR (2) the Relevant Underlying Performance as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Lock in Barrier Value; or

(b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times (Airbag\ rate\ \times (100\% + Relevant\ Underlying\ Performance))$$

12. **Participation (Low Barrier) Redemption (Principal at Risk)**

If "Participation (Low Barrier) Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date either: (a) at Par, if the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value OR (b) in any other case, at an amount calculated by reference to the performance of the Relevant Underlying plus a percentage equal to 100% minus the percentage specified as the Barrier Percentage, which may be less than Par.

If "Participation (Low Barrier) Redemption" is specified in relation to the Final Redemption Amount in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) the Calculation Amount, if the Determination Agent determines that (i) the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value; and

(b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times [\ (100\% + Relevant\ Underlying\ Performance) + \ (100\% - Barrier\ Percentage)]$$

where:

Barrier Percentage means the percentage equal to the Final Redemption Barrier Value (if such Final Redemption Barrier Value is expressed as a percentage) and otherwise equal to the Final Redemption Barrier Value divided by the Initial Reference Value.

13. **Redemption linked with the Partial Automatic Early Redemption (Principal at Risk)**

If "Partial Automatic Early Redemption" is specified as applicable in the applicable Final Terms, then "Redemption Linked with Partial Automatic Early Redemption" will also apply to the Notes, if not previously redeemed or cancelled, which will be redeemed by the Issuer on the Maturity Date at either: (a) above Par, if the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Upper Final Redemption Barrier Value in the applicable Final Terms, (b) Par, if the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value in the applicable Final Terms or (c) less than Par, if the Relevant Underlying Performance as of the Determination Date is (i) less than, or (ii) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value in the applicable Final Terms.

If "Partial Automatic Early Redemption" is specified as applicable in the applicable Final Terms, then "Redemption Linked with Partial Automatic Early Redemption" will also be applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Reduced Calculation Amount equal to:

(a) if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Upper Final Redemption Barrier Value, the amount determined by the Determination Agent in accordance with the following formula:

Final Redemption Amount = Reduced Calculation Amount ×[100%+percentage rate]

(b) if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value, 100 per cent. of the Reduced Calculation Amount, and

(c) if the Determination Agent determines that the Relevant Underlying Performance as of the Determination Date is (i) less than, or (ii) less than or equal to, as specified in the applicable Final Terms, the value specified as the Final Redemption Barrier Value, the amount determined by the Determination Agent in accordance with the following formula:

Final Redemption Amount = Reduced Calculation Amount ×[100% + Relevant Underlying Performance]

where:

Reduced Calculation Amount means the Calculation Amount reduced after the automatic early redemption pursuant to "Partial Automatic Early Redemption"; and

Upper Final Redemption Barrier Value means the value (being superior to the Final Redemption Barrier Value) specified as such in the applicable Final Terms which may be expressed as a single value or as a percentage.

14. **Synthetic Dividends Redemption (Principal not at Risk)**

If "Synthetic Dividends Redemption" is specified as applicable in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at either: (a) Par, if the amount linked to Relevant Underlying Performance as of the Determination Date is equal or is less than zero or (b) above Par, if the amount linked to Relevant Underlying Performance as of the Determination Date is more than zero.

If "Synthetic Dividends Redemption" is specified as applicable in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

Final Redemption Amount=Calculation Amount ×(100%+Max [0% ; Relevant Underlying Performance+1(1 -Performance Rate)^Y-1])*

where:

Performance Rate means the percentage rate specified as such in the applicable Final Terms; and

Y means the number of years from the Issue Date until the Maturity Date.

15. **Modified Barrier & Lock in Redemption (Principal at Risk)**

If "Modified Barrier & Lock in Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date either: (a) at Par, if either (1) the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value or (2) Perf IRR determined as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the value specified as the Lock in Barrier Value, OR (b) if neither (1) nor (2) above applies, at an amount linked to the performance of the Relevant Underlying, which may be less than Par.

If "Modified Barrier & Lock in Redemption" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

(a) the Calculation Amount, if the Determination Agent determines that either (1) the Relevant Underlying Performance as of the Determination Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Redemption Barrier Value; OR (2) the Perf IRR as of any Barrier Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than or (iv) less than or equal to, as specified in the applicable Final Terms, the Lock in Barrier Value; or

(b) in any other case, the amount determined by the Determination Agent in accordance with the following formula:

$$Final\ Redemption\ Amount = Calculation\ Amount \times (100\% + Relevant\ Underlying\ Performance)$$

Provided that if (a) above does not apply and Physical Settlement is specified as applicable in the applicable Final Terms, Condition 18 (*Physical Settlement*) and the Final Redemption Term described in paragraph 17 (*Physical Settlement*) below shall apply as specified in the applicable Final Terms.

where:
I means, for a given Barrier Observation Date (included), the number of Barrier Observation Date(s) which occurred since the Issue Date; and

Perf IRR means the performance of the Relevant Underlying determined in accordance with the following formula: *[Relevant Underlying Performance + 1)^1/I–1]*.

16. **Booster Redemption (Principal at Risk)**

If "Booster Redemption" is applicable as specified in the applicable Final Terms, the Notes, if not previously redeemed or cancelled, will be redeemed by the Issuer on the Maturity Date at an amount linked to the performance of the Relevant Underlying determined on the Determination Date by subtracting from the Calculation Amount the Final Downside Amount and adding the Final Upside Amount.

If "Booster Redemption" is applicable as specified in the applicable Final Terms, the Final Redemption Amount at which the Notes will be redeemed in accordance with Condition 16.1 (*Scheduled Redemption*) shall be an amount per Calculation Amount equal to:

Final Redemption Amount: Calculation Amount - Final Downside Amount + Final Upside Amount

where:

Final Downside Amount means

(i) if a Final Downside Amount Event has occurred, an amount determined by the Determination Agent on the Determination Date in accordance with the following formula:

Calculation Amount x Max(0; Relevant Underlying Performance)

(ii) if no Final Downside Amount Event has occurred, an amount equal tozero;

Final Downside Amount Barrier Value means the value specified as such in the applicable Final Terms, which may be expressed as a single value or as a percentage;

Final Downside Amount Event means that the Relevant Underlying Performance is (i) greater than, (ii) greater than or equal to, (iii) less than, or (iv) less than or equal to, as specified in the applicable Final Terms, the Final Downside Amount Barrier Value in respect of the Determination Date;

(i) **Final Upside Amount** means an amount determined by the Determination Agent in accordance with the following formula:

Calculation Amount x Participation Rate x Max(0; Relevant Underlying Performance)

17. **Physical Settlement**

The following Final Redemption Terms can be used instead of the Final Redemption Terms specified in 1 to 16 above if Physical Settlement (*Condition 18*) is specified as applicable as specified in the applicable Final Terms. For the avoidance of doubt MSFL will not issue Physical Settlement Notes.

(i) if **Basic Performance-Linked Redemption** is applicable as specified in the applicable Final Terms, the Physical Delivery Amount for the purposes of such Condition shall be the amount of Underlying Securities determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount}_i = \sum_{i=1}^{n} \text{Physical Delivery Amount}_i$$

n being equal to 1 (where the Notes are linked to a single underlying) or the number of Basket Components comprising the Basket (where the Notes are linked to a Basket), and where the Determination Agent shall determine **Physical Delivery Amount$_i$** in accordance with the following formula:

$$\text{Physical Delivery Amount}_i = \frac{1}{n} \times \frac{\text{Calculation Amount} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value}_i}$$

rounded down to the nearest whole round lot as permitted by the Exchange for trading purposes.

If any Physical Delivery Amount$_i$ is rounded down to the nearest whole lot as permitted by the Exchange for trading purposes, the Issuer will also pay (in respect of all Physical Delivery Amountsi) an aggregate amount equal to the Cash Residual Amount in respect of the Note; or

(ii) if "**Worst-of Basket Performance-Linked Redemption**" is applicable as specified in the applicable Final Terms, the Physical Delivery Amount for the purposes of such Condition shall be the amount of the Worst Performing Basket Component determined by the Determination Agent in accordance with the following formula:

$$\text{Physical Delivery Amount} = \frac{\text{Calculation Amount} \times \text{Physical Delivery FX Rate}}{\text{Applicable Initial Reference Value of the Worst Performing Basket Component}}$$

rounded down to the nearest round lot as permitted by the Exchange for trading purposes, in which case the Issuer will also pay, in addition, a Cash Residual Amount.

where:

Applicable Initial Reference Value means a value equal to the product of the Initial Reference Value and the Specified Percentage and, if applicable, "Applicable Initial Reference Value$_i$" means, in respect of any Basket Component "i", a value equal to the product of the Initial Reference Value of such Basket Component and the Specified Percentage;

Cash Residual Amount means:

(a) if **Basic Performance-Linked Redemption** is applicable as specified in the applicable Final Terms, an amount determined by the Determination Agent in accordance with the following formula (**n** being equal to 1 (where the Notes are linked to a single underlying) or the number of Basket Components comprising the Basket (where the Notes are linked to a Basket)):

$$\text{Cash Residual Amount} = \sum_{i=1}^{n} \text{Cash Residual Amount}_i$$

where:

Cash Residual Amount$_i$ means, in respect of any Physical Delivery Amount$_i$, an amount in the Specified Currency determined by the Determination Agent in accordance with the following formula:

$$\text{Fractional Entitlement FRV}_i \times \text{Physical Delivery FX Rate}$$

Final Reference Value$_i$ means, in respect of any Basket Component$_i$ (where the Notes are linked to a Basket) or the Relevant Underlying (where the Notes are linked to a single underlying), the Final Reference Value of such Basket Component$_i$, or Relevant Underlying, as applicable;

Fractional Entitlement$_i$ means the excess of (i) the amount of Underlying Securities that would have been comprised in the Physical Delivery Amount$_i$ but for the application of rounding down to the nearest whole round lot as permitted by the Exchange for trading purposes, over (ii) the Physical Delivery Amount$_i$ (having applied, for the avoidance of doubt, such rounding); and

Fractional Entitlement FRV$_i$ means an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Reference Value}_i \times \text{Fractional Entitlement}_i$$

(b) if **Worst-of Basket Performance-Linked Redemption** is applicable as specified in the applicable Final Terms, an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Fractional Entitlement FRV (WPBC)} \times \text{Physical Delivery FX Rate}$$

where:

Fractional Entitlement means the excess of (i) the amount of the Worst Performing Basket Component that would have been comprised in the Physical Delivery Amount but for the application of rounding down to the nearest whole round lot as permitted by the Exchange for trading purposes, over (ii) the Physical Delivery Amount (having applied, for the avoidance of doubt, such rounding); and

Fractional Entitlement FRV(WPBC) means an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Final Reference Value of the Worst Performing Basket Component} \times \text{Fractional Entitlement}$$

where:

Base Currency means the currency specified in the applicable Final Terms.

FX Rate means the rate of exchange, determined by the Determination Agent and rounded to 4 decimal points, by *dividing* (i) the daily fixing published on the Relevant Screen Page (as at the Specified Time) in respect of exchanging an amount in the Specified Currency for an amount in the Base Currency *by* (ii) the daily fixing published on the Relevant Screen Page (as at the Specified Time) in respect of exchanging an amount in the Base Currency for an amount in the Second Currency, **provided that**, when a direct fixing is available between the Specified Currency and the Second Currency, the Determination Agent will determine the rate of

exchange on the basis of the daily fixing published on the Relevant Screen Page (as at the Specified Time) specified in the applicable Final Terms in respect of the Specified Currency in respect of exchanging an amount in the Specified Currency for an amount in the Second Currency;

Physical Delivery FX Determination Date means the date specified in the applicable Final Terms;

Physical Delivery FX Rate means the FX Rate determined by the Determination Agent on the Physical Delivery FX Determination Date, provided that, if Physical Delivery FX Rate is specified as being "Not Applicable" in the applicable Final Terms, Physical Delivery FX Rate shall be equal to 1;

Relevant Screen Page means, in respect of the Specified Currency or the Second Currency, the page, section or other part of a particular information service (including, without limitation, Reuters) specified as such in the applicable Final Terms, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the FX Rate;

Second Currency means the currency specified as such in the applicable Final Terms;

Specified Percentage means the percentage specified as such in the applicable Final Terms, provided that, if no such percentage is specified, the Specified Percentage shall be equal to 100 per cent.;

Specified Time means, in respect of a Series of Notes and the Specified Currency or the Second Currency, the time specified as such in the applicable Final Terms or if no such time is specified the time chosen by the Determination Agent;

Underlying Securities means the securities specified as such in the applicable Final Terms or, if no such securities are specified, (i) where the Relevant Underlying comprises a single underlying, such single underlying or (ii) where the Relevant Underlying comprises a Basket, the Worst Performing Basket Component; and

Worst Performing Basket Component means the Basket Component determined by the Determination Agent by numbering the Basket Components in order according to the respective values for each Basket Component determined by dividing the Final Reference Value for such Basket Component by its Applicable Initial Reference Value, starting with the Basket Component with the lowest such value (Basket Component 1) and ending with the Basket Component with the highest such value (and so that, if more than one Basket Component has the same value, the order of the relevant Basket Components shall be as determined by the Determination Agent) and by selecting the Basket Component with the lowest such value (Basket Component 1).

18. **Knock-Out Event feature**

If the "Knock-Out Event" is applicable to the Final Redemption Term specified as applicable in the applicable Final Terms, the Notes will be redeemed by the Issuer on the Maturity Date, unless the Notes have been previously redeemed or cancelled, either (a) if no Knock-Out Event has occurred, in accordance with the applicable Final Redemption Term, or (b) if the Knock-Out Event has occurred, in an amount linked to the performance of the Relevant Underlying, which may be less than Par if Method 1 is applicable OR equal to a percentage of the Calculation Amount as specified in the applicable Final Terms if Method 2 is applicable.

If the "Knock-Out Event" is applicable as specified in the applicable Final Terms, the Final Redemption Amount of the Notes as specified in Condition 16.1 (*Scheduled Redemption*) will be an amount per Calculation Amount:

(a) determined in accordance with the applicable Final Redemption Term, if no Knock-Out Event has occurred ; or

(b) if the Knock-Out Event has occurred, equal to the amount determined by the Calculation Agent in accordance with the following formula:

Method 1

$$\textit{Final Redemption Amount} = \textit{Calculation Amount} \times (100\% + \textit{Participation Rate} \times (\textit{Min}(\textit{Cap} ; \textit{Relevant Underlying Performance}))$$

OR

Method 2

$$\textit{Final Redemption Amount} = \textit{Calculation Amount} \times \textit{Redemption Rate}$$

The applicable Final Terms shall specify if Method 1 or Method 2 is applicable to the relevant issue of Notes.

The "Knock-Out Event" feature may be specified as applicable with respect to all the Final Redemption Terms described above as specified in the applicable Final Terms.

The Knock-Out Event may include one or more Lower Knock-Out Event Barrier Level, one or more Upper Knock-Out Event Barrier Level or a combination of both, all as specified as applicable in the applicable Final Terms.

where:

Knock-Out Event means that, in respect of each, or any, as specified as applicable in the Final Terms, Knock-Out Event Observation Date, the Relevant Underlying Performance as of the relevant Knock-Out Event Observation Date is (i) greater than, (ii) greater than or equal to, (iii) less than, (iv) less than or equal to, as specified in the applicable Final Terms, than the Lower Knock-Out Event Barrier Value or (i) greater than, (ii) greater than or equal to, (iii) less than, (iv) less than or equal to, as specified in the applicable Final Terms, less than the Upper Knock-Out Event Barrier Value on the relevant Knock-Out Event Observation Date;

Knock-Out Event Observation Date(s) means the date(s) specified as such in the applicable Final Terms, subject to adjustments in accordance with Condition 9.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*), Condition 12.1 (*Market Disruption, Reference Dates and Averaging Dates*), Condition 13.1 (*Market Disruption, Reference Dates and Averaging Dates*) or Condition 15.1 (*Valuation, Market Disruption, Reference Dates and Averaging Dates*) (as the case may be), which apply *mutatis mutandis* as if such Knock-Out Event Observation Date were an Interest Determination Date;

Lower Knock-Out Event Barrier Value means, for each Knock-Out Event Observation Date, the value specified as such in the applicable Final Terms, (expressed as a single value, as a mathematical formula or as a percentage);

Redemption Rate means the percentage rate specified as such in the applicable Final Terms; and

Upper Knock-Out Event Barrier Value means, if specified as applicable in the applicable Final terms, for each Knock-Out Event Observation Date, the value specified as such in the applicable Final Terms, (expressed as a single value, as a mathematical formula or as a percentage).

Section 7
Inflation-Linked Notes Terms

The following provisions are applicable for the Inflation-Linked Notes as specified in the applicable Final Terms.

1.1. Linear Inflation Linked Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Linear Inflation Linked Coupon**" to be applicable, the Issuer shall, on each Interest Payment Date subject to this Paragraph 1.1 (*Linear Inflation Linked Coupon*) (as specified in the applicable Final Terms), pay interest on the Notes of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Leverage} \times \frac{\text{CPI}_{\text{n}}}{\text{CPI}_{\text{Initial}}} \times \text{Day Count Fraction}$$

provided that if the applicable Final Terms specify:

(i) an Interest Cap, the amount calculated in accordance with the above formula shall not exceed the Interest Cap; or

(ii) an Interest Floor, the amount calculated in accordance with the above formula shall not be less than the Interest Floor; or

(iii) an Interest Cap and an Interest Floor, the amount calculated in accordance with the above formula shall not exceed the Interest Cap and shall not be less than the Interest Floor.

1.2. Interpolated Inflation Linked Coupon

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Interpolated Inflation Linked Coupon**" to be applicable, the Issuer shall, on each Interest Payment Date subject to this Paragraph 1.2 (*Interpolated Inflation Linked Coupon*) (as specified in the applicable Final Terms), pay interest on the Notes of the relevant Series in an amount (which may be zero) per Calculation Amount determined by the Determination Agent in accordance with the following formula:

$$\text{Calculation Amount} \times \text{Leverage} \times \frac{Inflation\ Index\ (End)}{Inflation\ Index\ (Start)} \times \text{Day Count Fraction}$$

provided that if the applicable Final Terms specify:

(i) an Interest Cap, the amount calculated in accordance with the above formula shall not exceed the Interest Cap; or

(ii) an Interest Floor, the amount calculated in accordance with the above formula shall not be less than the Interest Floor; or

(iii) an Interest Cap and an Interest Floor, the amount calculated in accordance with the above formula shall not exceed the Interest Cap and shall not be less than the Interest Floor.

1.3. Linear Inflation Linked Redemption

If the applicable Final Terms specify "**Linear Inflation Linked Redemption**" to be applicable, unless previously redeemed or cancelled, such Notes shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, the Final Redemption Amount in respect of the Notes shall be zero):

$$\text{Calculation Amount} \times \left[\text{Specified Rate} + \left(\text{Participation Rate} \times \left(\frac{\text{CPI}_{\text{Final}}}{\text{CPI}_{\text{Initial}}} - 1\right)\right)\right]$$

and further provided that if the applicable Final Terms specify:

(i) a Redemption Cap, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap; or

(ii) a Redemption Floor, the amount calculated in accordance with the above formula shall not be less than the Redemption Floor; or

(iii) a Redemption Cap and a Redemption Floor, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor.

1.4. **Interpolated Inflation Linked Redemption**

If the applicable Final Terms specify "**Interpolated Inflation Linked Redemption**" to be applicable, unless previously redeemed or cancelled, such Notes shall be redeemed on the Maturity Date at their Final Redemption Amount being an amount per Calculation Amount determined by the Determination Agent in accordance with the following formula (provided that if the value determined by the Determination Agent in accordance with such formula is a negative number, the Final Redemption Amount in respect of the Notes shall be zero):

$$\text{Calculation Amount} \times \frac{Inflation\ Index\ (Maturity)}{Inflation\ Index\ (Start)}$$

and further provided that if the applicable Final Terms specify:

(i) a Redemption Cap, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap; or

(ii) a Redemption Floor, the amount calculated in accordance with the above formula shall not be less than the Redemption Floor; or

(iii) a Redemption Cap and a Redemption Floor, the amount calculated in accordance with the above formula shall not exceed the Redemption Cap and shall not be less than the Redemption Floor.

1.5. **Early Redemption of Inflation Linked Notes:**

Notwithstanding anything contrary in the Conditions and/or the applicable Final Terms, the Early Redemption Amount payable on redemption of a Inflation Linked Note at any time before the Maturity Date shall be an amount equal to the sum of:

(a) If "Linear Inflation Linked Notes" is specified as applicable in the applicable Final Terms:

(i) Calculation Amount × Max ($\frac{\text{CPI}_{\text{E}}}{\text{CPI}_{\text{Initial}}}$, 1) ; and

(ii) the amount that would be payable in respect of such Calculation Amount as Interest on the date fixed for early redemption of the Notes if such date was an Interest Payment Date.

(b) If "Interpolated Inflation Linked Notes" is specified as applicable in the applicable Final Terms:

(i) Calculation Amount × $MAX\left(\frac{Inflation\ Index\ (E)}{Inflation\ Index\ (Start)}, 1\right)$; and

(ii) the amount that would be payable in respect of such Calculation Amount as Interest on the date fixed for early redemption of the Notes if such date was an Interest Payment Date.

1.6. **Definitions**

"**CPI_{Final}**" means the official determination of the Inflation Index published for the Determination Month (Final) subject to adjustment in accordance with the provisions of Condition 11 (Provisions Relating to Inflation-Linked Notes);

"**$CPI_{Initial}$**" means either of the following as specified in the applicable Final Terms: (i) the value specified as "$CPI_{Initial}$" in the applicable Final Terms, or (ii) the Initial Inflation Index Level;

CPI_E means the official determination of the Inflation Index published for the Determination Month (Early Redemption) subject to adjustment in accordance with the provisions of Condition 11 (Provisions Relating to Inflation-Linked Notes).

"**CPI_m**" means, in respect of each Interest Payment Date and each Interest Period ending on (but excluding) such Interest Payment Date, the official determination of the Inflation Index published for the Determination Month (m) in respect of such Interest Payment Date, subject to adjustment in accordance with the provisions of Condition 11 (Provisions Relating to Inflation-Linked Notes);

"**CPI_n**" means, in respect of each Interest Payment Date and each Interest Period ending on (but excluding) such Interest Payment Date, the official determination of the Inflation Index published for the Determination Month (n) in respect of such Interest Payment Date, subject to adjustment in accordance with the provisions of Condition 11 (Provisions Relating to Inflation-Linked Notes);

"**Determination Month**" means, in respect of each Interest Payment Date, the month specified as such in the applicable Final Terms, which may, without limitation, also be expressed as a specified number of months before or after, as specified in the applicable Final Terms, the relevant Interest Payment Date;

Determination Month (Early Redemption) means the calendar month which falls the number of calendar month(s), specified as such in the applicable Final Terms, immediately preceding the month in which the date fixed for early redemption of the Notes falls.

"**Determination Month (Final)**" means a calendar month of the year specified as such in the applicable Final Terms, and each Determination Month (Final) shall be a "Reference Month" for the purposes of the Conditions;

"**Determination Month (Initial)**" means a calendar month of the year specified as such in the applicable Final Terms, and each Determination Month (Initial) shall be a "Reference Month" for the purposes of the Conditions;

"**Determination Month (m)**" means, any of the following as specified in the applicable Final Terms: (i) in respect of each Interest Payment Date and the Interest Period ending on (but excluding) such Interest Payment Date, the calendar month of the year specified in the column headed "Determination Month (m)" of the Determination Month Table in the row corresponding to the date (specified in the column headed "Interest Payment Date(s)") on which such Interest Payment Date is scheduled to fall, or (ii) in respect of each Interest Period and the Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), a specified number of calendar months before or after (or the same calendar month as) the month in which such Interest Payment Date falls, or (iii) in respect of each Interest Period and the scheduled Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), a specified number of calendar months before or after (or the same calendar month as) the month in which the scheduled Interest Payment Date falls. Each Determination Month (m) shall be a "Reference Month" for the purposes of the Conditions;

"**Determination Month (n)**" means, any of the following as specified in the applicable Final Terms: (i) in respect of each Interest Payment Date and the Interest Period ending on (but excluding) such Interest Payment Date, the calendar month of the year specified in the column headed "Determination Month (n)" of the Determination Month Table in the row corresponding to the date (specified in the column headed "Interest Payment Date(s)") on which such Interest Payment Date is scheduled to fall, or (ii) in respect of each Interest Period and the Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), a specified number of calendar months before or after (or the same calendar month as) the month in which such Interest Payment Date falls, or (iii) in respect of each Interest Period and the scheduled Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), a specified number of calendar months before or after (or the same calendar month as) the month in which the scheduled Interest Payment Date falls. Each Determination Month (n) shall be a "Reference Month" for the purposes of the Conditions;

"**Determination Month Table**" means a table specified as such in the applicable Final Terms, which will be in or substantially in the form set out below;

Determination Month Table

Interest Payment Date(s)	Determination Month (n)	Determination Month (m)
[*insert date*] (*repeat as required*)	[*insert calendar month and year*] (*repeat as required*)	[*insert calendar month and year*] (*repeat as required*)

"**Inflation Index (E)**" means, the DIR Index Level in respect of the date fixed for early redemption of the Notes, as determined by the Determination Agent;

"**Inflation Index (End)**" means, in respect of each Interest Period, the DIR Index Level in respect of the Interest Period End Date falling at the end of such Interest Period, as determined by the Determination Agent;

"**Inflation Index (Maturity)**" means, the DIR Index Level in respect of the Maturity Date, as determined by the Determination Agent;

"**Inflation Index (Start)**" means, the DIR Index Level in respect of the Issue Date, as determined by the Determination Agent, and specified as such in the applicable Final Terms.

"**Initial Inflation Index Level**" means the official determination of the Inflation Index published for the Determination Month (Initial) subject to adjustment in accordance with the provisions of Condition 11 (*Provisions Relating to Inflation-Linked Notes*);

"**Interest Cap**" means an amount or percentage specified as such in the applicable Final Terms, provided that if "Interest Cap" is specified in the applicable Final Terms to be "Not Applicable", then it shall mean infinity;

"**Interest Floor**" means an amount specified as such in the applicable Final Terms;

"**Leverage**" means the percentage rate specified as such in the applicable Final Terms.

"**Participation Rate**" means the percentage rate specified as such in the applicable Final Terms;

"**Redemption Cap**" means an amount specified as such in the applicable Final Terms;

"**Redemption Floor**" means an amount specified as such in the applicable Final Terms;

"**Specified Rate**" means the percentage rate (which will be between 0% and 100%) specified as such in the applicable Final Terms provided that if no such rate is specified the Specified Rate shall be equal to 100 per cent.

"**D**" means, in respect of a Valuation Date, the number equal to the calendar day of such Valuation Date, as determined by the Determination Agent;

DIR Index Level means, in respect of a Valuation Date, the daily interpolated level of the Inflation Index for such Valuation Date, being an amount calculated by the Determination Agent in accordance with the following formula:

$$MIL_{t-3} + (MIL_{t-2} - MIL_{t-3}) \times \frac{D-1}{N}$$

MIL_{t-2} means, in respect of a Valuation Date, the published level of the Inflation Index for the month which falls two (2) months immediately preceding the month in which such Valuation Date falls;

MIL_{t-3} means, in respect of a Valuation Date, the published level of the Inflation Index for the month which falls three (3) months immediately preceding the month in which such Valuation Date falls;

N means, in respect of a Valuation Date, the total number of calendar days in the month in which such Valuation Date falls, as determined by the Determination Agent; and

Valuation Date means each Interest Payment Date, the Issue Date, the Maturity Date and any date fixed for early redemption of the Notes.

Section 8
Fixed Rate Notes and/or Floating Rate Notes

More than one of the following terms set out in this Section 8 (*Fixed Rate Notes and/or Floating Rate Notes*) of these Additional Terms and Conditions (each, an "**Interest Basis**") may be applicable in respect of different Interest Periods and/or Interest Payment Dates in respect of any Series of Notes, as specified in the applicable Final Terms.

If "**Automatic Change of Interest Basis**" is specified to be applicable in the applicable Final Terms in relation to the Notes, then the Notes shall have more than one Interest Basis applicable to different Interest Periods and/or Interest Payment Dates. In such case, the Interest Basis(es) applicable in relation to the particular type(s) of Notes and Interest Basis shall apply in respect of the relevant Interest Period(s) and/or Interest Payment Date(s) as specified in the applicable Final Terms.

If the applicable Final Terms specify "**Automatic Change of Interest Basis**" to be applicable, then the Rate of Interest in respect of an Interest Period and/or Interest Payment Date will be determined in accordance with the Interest Basis applicable to such Interest Period and/or Interest Payment Date, which will be in respect of:

(i) the Interest Period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first succeeding Interest Payment Date after the Interest Commencement Date, the interest basis set forth in the Interest Basis Table in the column headed "Type of Notes" in the row corresponding to the date (specified in the column headed "Interest Payment Date(s)") on which such first Interest Payment Date is scheduled to fall; and

(ii) each successive Interest Period beginning on (and including) an Interest Period End Date and ending on (but excluding) next succeeding Interest Payment Date, the interest basis set forth in the Interest Basis Table in the column headed "Type of Notes" in the row corresponding to the date (specified in the column headed "Interest Payment Date(s)") on which such next succeeding Interest Payment Date (on which such Interest Period ends) is scheduled to fall.

Where **Interest Basis Table** means a table specified as such in the applicable Final Terms.

The following Interest Basis(es) shall apply with respect to an Interest Period and/or Interest Payment Date if, in respect of the relevant Interest Period and/or Interest Payment Date, the applicable Final Terms specify them to be applicable.

1.1. Fixed Rate Notes

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Fixed Rate Notes Provisions**" to be applicable, interest shall accrue and be payable on the Notes of the relevant Series in respect of each Interest Period at a fixed Rate of Interest in accordance with Condition 5 (*Fixed Rate Note Provisions*) and the applicable Final Terms.

1.2. Fixed to Floating Rate Notes and Floating to Fixed Rate Notes

(a) Fixed to Floating Rate Notes

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Fixed to Floating Rate Notes**" to be applicable, interest shall accrue and be payable on the Notes of the relevant Series:

(i) with respect to the first Interest Period, and such subsequent Interest Periods as are specified for this purpose in the applicable Final Terms, at a fixed Rate of Interest in accordance with Condition 5 (*Fixed Rate Note Provisions*) and the applicable Final Terms; and

(ii) with respect to each Interest Period thereafter, at a variable Rate of Interest in accordance with Condition 6.2 (*Accrual of Interest*) and the applicable Final Terms (and (save as

provided in the applicable Final Terms in relation to any particular provision) the other Floating Rate Note Provisions shall apply for such purposes).

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

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Floating to Fixed Rate Notes**" to be applicable, interest shall accrue and be payable on the Notes of the relevant Series:

(i) with respect to the first Interest Period, and such subsequent Interest Periods as are specified for this purpose in the applicable Final Terms, at a variable Rate of Interest in accordance with Condition 6 (*Floating Rate Note, Securities-Linked, Currency-Linked, Inflation-Linked Interest, Fund-Linked and Futures Contract-Linked Note Provisions*) and the applicable Final Terms; and

(ii) with respect to each Interest Period thereafter, at a fixed Rate of Interest in accordance with Condition 5.2 (*Accrual of Interest*) and the applicable Final Terms (and (save as provided in the applicable Final Terms in relation to any particular provision) the other Fixed Rate Note Provisions shall apply for such purposes).

1.3. **Floating Rate Notes**

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Floating Rate Notes Provisions**" to be applicable, interest shall accrue and be payable on the Notes of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with Condition 6.2 (*Accrual of Interest*) (and (save as provided in the applicable Final Terms in relation to any particular provision) the other Floating Rate Note Provisions) and the applicable Final Terms.

1.4. **Floored Floating Rate Notes**

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Floored Floating Rate Notes**" to be applicable, interest shall accrue and be payable on the Notes of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with Condition 6.2 (*Accrual of Interest*) (and (save as provided in the applicable Final Terms in relation to any particular provision) the other Floating Rate Note Provisions) and the applicable Final Terms but being not less than the Minimum Rate of Interest applicable for the purposes of Condition 6.13 (*Maximum or Minimum Rate of Interest*) as specified in the applicable Final Terms.

1.5. **Capped Floating Rate Notes**

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Capped Floating Rate Notes**" to be applicable, interest shall accrue and be payable on the Notes of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with Condition 6.2 (*Accrual of Interest*) (and (save as provided in the applicable Final Terms in relation to any particular provision) the other Floating Rate Note Provisions) and the applicable Final Terms but not exceeding the Maximum Rate of Interest applicable for the purposes of Condition 6.13 (*Maximum or Minimum Rate of Interest*) as specified in the applicable Final Terms.

1.6. **Collared Floating Rate Notes**

If, in respect of an Interest Period and/or Interest Payment Date, the applicable Final Terms specify "**Collared Floating Rate Notes**" to be applicable, interest shall accrue and be payable on the Notes of the relevant Series in respect of each Interest Period at a variable Rate of Interest in accordance with Condition 6.2 (*Accrual of Interest*) (and (save as provided in the applicable Final Terms in relation to any particular provision) the other Floating Rate Note Provisions)

and the applicable Final Terms but not exceeding the Maximum Rate of Interest and being not less than the Minimum Rate of Interest, in each case as applicable for the purposes of Condition 6.13 (*Maximum or Minimum Rate of Interest*) as specified in the applicable Final Terms.

1.7. **Capitalised Coupon**

If, in addition to one or more of Paragraphs of this Section 8, the Notes of the relevant Series are specified in the applicable Final Terms as "**Capitalised Coupon**" then interest (calculated in accordance with the applicable provisions of this Section 8) will only be paid on the Notes of the relevant Series on the Redemption Date in an amount per Calculation Amount equal to the Total Coupon Amount.

For the avoidance of doubt, if a Maximum Rate of Interest or Minimum Rate of Interest is specified in the applicable Final Terms, the Rate of Interest for each Interest Determination Date shall be subject to such Maximum Rate of Interest or Minimum Rate of Interest, as applicable in accordance with Condition 6.13 (*Maximum or Minimum Rate of Interest*).

In addition, if "**Negative Fixing Allowed**" is specified in the applicable Final Terms, then, notwithstanding anything to the contrary in Condition 6.13 (*Maximum or Minimum Rate of Interest*), the Rate of Interest determined for each Interest Determination Date may be negative for the purpose of the determination of the Total Coupon Amount, provided further that in no event, will the relevant Total Coupon Amount be less than zero.

Where :

Total Coupon Amount means the sum of the Coupon Amounts for each Interest Determination Date as determined by the Determination Agent in accordance with the then applicable Interest Basis;

Redemption Date means the Maturity Date or, (i) if Automatic Early Redemption Event (as defined in Condition 16.12 or Section 5 (*Early Redemption Terms*) of the Additional Terms and Conditions) is specified in the applicable Final Terms as being applicable and if an Automatic Early Redemption Event occurs, the Automatic Early Redemption Date (as defined in Condition 16.12 (Automatic Early Redemption Event) or Section 5 (Early Redemption Terms) of the Additional Terms and Conditions); (ii) if Call Option is specified in the applicable Final Terms as being applicable and (x) such Call Option has been exercised by the Issuer as specified in Condition 16.4 (*Redemption at the Option of the Issuer*), the relevant Optional Redemption Date (Call) or (y) the Notes shall be redeemed by the Issuer as specified in Condition 16.5 (*Model-based redemption*), the relevant Model-based Redemption Date (Call), (iii) if Put Option is specified in the applicable Final Terms as being applicable and such Put Option has been exercised by the Noteholder as specified in Condition 16.8 (*Redemption at the Option of Noteholders*), the Optional Redemption Date (Put), (iv) in case of early redemption pursuant to Condition 20 (Events of Defaults), the Early Redemption Date or (v) the date on which the Notes are redeemed pursuant to Condition 16.2 (Tax Redemption) or Condition 21 (Illegality and Regulatory Event).

1.8. **Barrier(s) Notes**

If, in addition to one or more of Paragraphs of this Section 8, the Notes of the relevant Series are specified in the applicable Final Terms as "**Barrier(s) Notes**", interest (calculated in accordance with the applicable provisions of this Section 8) will only be paid on the Notes of the relevant Series if the Determination Agent determines that, as of any Interest Determination Date, the Reference Rate is (a) (i) greater than or (ii) greater than or equal to, as specified in the applicable Final Terms, the Coupon Lower Barrier Value in respect of such Interest Determination Date (unless the Coupon Lower Barrier Value is specified as "Not Applicable" in the applicable Final Terms) and (b) (i) less than, or (v) less than or equal to, as specified in the applicable Final Terms, the Coupon Upper Barrier Value in respect of such Interest

Determination Date (unless the Coupon Upper Barrier Value is specified as "Not Applicable" in the applicable Final Terms).

No interest shall otherwise be payable in respect of such Notes.

For these purposes:

"**Coupon Lower Barrier Value**" means, in respect of any Interest Determination Date, a value, expressed as a percentage, specified as such in the applicable Final Terms.

"**Coupon Upper Barrier Value**" means, in respect of any Interest Determination Date, a value, expressed as a percentage, specified as such in the applicable Final Terms.

1.9. **Inverse Floater Notes**

If the applicable Final Terms specify "**Inverse Floater Notes**" to be applicable, interest shall accrue on the Notes of the relevant Series at the Rate of Interest (such Rate of Interest, the "**Inverse Floater Interest Rate**") in respect of each Interest Period subject to the Inverse Floater Notes Provisions (as specified in the applicable Final Terms). Interest shall be payable in arrear on each Interest Payment Date subject to the Inverse Floater Notes Provisions (as specified in the applicable Final Terms). The Inverse Floater Interest Rate in respect of an Interest Period shall be an amount determined by the Determination Agent in accordance with the following formula:

$$\text{Fixed Interest Rate} - (\text{Leverage} \times \text{Floating Interest Rate})$$

provided that if the applicable Final Terms specify:

(a) a Cap, the amount calculated in accordance with the above formula shall not exceed the Cap; or

(b) a Floor, the amount calculated in accordance with the above formula shall not be less than the Floor; or

(c) a Cap and a Floor, the amount calculated in accordance with the above formula shall not exceed the Cap, and shall not be less than the Floor.

Where **Fixed Interest Rate** shall be determined in accordance with Condition 5 (*Fixed Rate Note Provisions*) of the General Conditions and **Floating Interest Rate** shall be determined in accordance with Condition 6 (*Floating Rate Note, Securities-Linked, Currency-Linked, Inflation-Linked, Fund-Linked and Futures Contract-Linked Interest Provisions*) of the General Conditions.

For these purposes, **Leverage** means an amount (expressed as a percentage) specified in the applicable Final Terms in respect of such period or day (as applicable), which shall be preceded by either a "+" (plus) or a "–" (minus) sign (provided that if the applicable Final Terms specify Leverage to be not applicable, it shall be deemed to be 1).

USE OF PROCEEDS

The net proceeds of each issue of Notes will be used by the relevant Issuer either (i) for general corporate purposes and/or, in connection with hedging its obligations under the Notes, or (ii) for any other particular identified use of proceeds, all as stated in the applicable Final Terms.

In respect of each issue of Notes by MSBV, at least 95% of the proceeds will be invested (*uitzetten*) within the group of which it forms part. MSBV will not issue Sustainable Bonds under this Base Prospectus.

MSFL intends to lend the net proceeds from its issuances of the Notes to Morgan Stanley. Morgan Stanley intends to use the proceeds from such loans (i) for general corporate purposes, or (ii) if the Notes constitute Sustainable Bonds, to finance or refinance, in whole or in part, Eligible Projects as described below.

If the Notes constitute Sustainable Bonds, an amount equal to the gross proceeds raised by way of Sustainable Bonds issued pursuant to the Morgan Stanley Sustainable Issuance Framework dated January 2025 (the **Morgan Stanley Sustainable Issuance Framework**) will be allocated to the financing or refinancing, in whole or in part, of new or existing green or social loans, investments and expenditures (**Eligible Projects**), that Morgan Stanley or any of its wholly owned subsidiaries, considers consistent with the eligibility criteria in the Morgan Stanley Sustainable Issuance Framework, and which together form the **Eligible Portfolio**. Under this Base Prospectus, Sustainable Bonds may only be issued by Morgan Stanley or by MSFL.

Sustainable Bonds include green bonds (**Green Bonds**), social bonds (**Social Bonds**) and sustainability bonds (**Sustainability Bonds**), in accordance with the Morgan Stanley Sustainable Issuance Framework.

If the applicable Final Terms specify that the Notes are "Green Bonds", an amount equal to the gross proceeds raised will be allocated to green Eligible Projects (**Green Eligible Projects**) within the Eligible Portfolio.

If the applicable Final Terms specify that the Notes are “Social Bonds”, an amount equal to the gross proceeds raised will be allocated to social Eligible Projects (**Social Eligible Projects**) within the Eligible Portfolio.

If the applicable Final Terms specify that the Notes are "Sustainability Bonds", an amount equal to the gross proceeds raised will be allocated to Green Eligible Projects and Social Eligible Projects within the Eligible Portfolio.

To qualify for the Eligible Portfolio, a Green Eligible Project must meet the eligibility criteria for at least one of the following project categories: Renewable Energy, Energy Storage, Green Buildings, Clean Transportation and/or Sustainable Water & Wastewater Management, all as further described in the Morgan Stanley Sustainable Issuance Framework and in the applicable Final Terms.

To qualify for the Eligible Portfolio, a Social Eligible Project must meet the eligibility criteria for at least one of the following project categories: Affordable Housing and Access to Education, all as further described in the Morgan Stanley Sustainable Issuance Framework and the applicable Final Terms.

In the case of insufficient Eligible Projects in the Eligible Portfolio, Morgan Stanley will hold the balance of the unallocated amount in cash, cash equivalents and/or other high quality liquid assets in a segregated account established for tracking purposes until the amount and proceeds therefrom can be allocated to the Eligible Portfolio.

The Morgan Stanley Sustainable Issuance Framework further describes, in addition to the eligibility criteria, the management of proceeds, the reporting and the external reviews (second party opinion and external assurance) applicable for the relevant Sustainable Bonds.

On an annual basis until the outstanding Green, Social, and Sustainable Bonds have matured, Morgan Stanley will publicly disclose on its website at www.morganstanley.com or in its ESG report:

- The total amount of sustainable instruments outstanding pursuant to the Morgan Stanley Sustainable Issuance Framework;
- The reported amounts of the assets in the Eligible Portfolio determined in accordance with U.S. GAAP;
- The amount of unallocated proceeds, if any; and
- The breakdown of the Eligible Portfolio by Eligible Category.

The Issuer will apply processes for project evaluation and selection, management of proceeds and reporting which are aligned to the Green Bond Principles (**GBP**) 2021, the Social Bond Principles (**SBP**) 2023 and the Sustainability Bond Guidelines (**SBG**) 2021 (collectively, the **Principles**), as administered by the International Capital Market Association. The Principles are voluntary process guidelines designed to encourage transparency and disclosure, and to promote integrity in the development of the green bonds, social bonds, and sustainability bonds markets by clarifying the approach for the issuance of these bonds. Alignment with these Principles means that the Issuer intends to follow the guidelines outlined in the four core components of the GBP, SBP, and SBG, namely: the use of proceeds, the process for project evaluation and selection, the management of proceeds, and reporting.

Morgan Stanley has appointed Sustainalytics as independent second-party opinion provider to review the Morgan Stanley Sustainable Issuance Framework and attest to the alignment to the Principles. A second party opinion (the **Second Party Opinion**) on the alignment of the Morgan Stanley Sustainable Issuance Framework to the appropriate standards, as well as the Morgan Stanley Sustainable Issuance Framework, is available on Morgan Stanley's website (https://www.morganstanley.com/about-us/sustainability-reports-research).

PRO FORMA FINAL TERMS

[PROHIBITION OF SALES TO EEA RETAIL INVESTORS:

THE NOTES ARE NOT INTENDED TO BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO AND, WITH EFFECT FROM SUCH DATE, SHOULD NOT BE OFFERED, SOLD OR OTHERWISE MADE AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA (THE **EEA**). FOR THESE PURPOSES, A **RETAIL INVESTOR** MEANS A PERSON WHO IS ONE (OR MORE) OF:

(A) A RETAIL CLIENT AS DEFINED IN POINT (11) OF ARTICLE 4(1) OF DIRECTIVE 2014/65/EU (**MIFID II**);

(B) A CUSTOMER WITHIN THE MEANING OF DIRECTIVE 2016/97/EU, AS AMENDED (THE **INSURANCE MEDIATION DIRECTIVE)** WHERE THAT CUSTOMER WOULD NOT QUALIFY AS A PROFESSIONAL CLIENT AS DEFINED IN POINT (10) OF ARTICLE 4(1) OF MIFID II; OR

(C) NOT A QUALIFIED INVESTOR AS DEFINED IN 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 EUROPEAN ECONOMIC AREA HAS BEEN PREPARED AND THEREFORE OFFERING OR SELLING THE NOTES OR OTHERWISE MAKING THEM AVAILABLE TO ANY RETAIL INVESTOR IN THE EUROPEAN ECONOMIC AREA MAY BE UNLAWFUL UNDER THE PRIIPs REGULATION.][1]

[**MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES ONLY TARGET MARKET**:[2]

SOLELY FOR THE PURPOSES OF THE MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES, TAKING INTO ACCOUNT THE FIVE (5) CATEGORIES REFERRED TO IN ITEM 19 OF THE GUIDELINES PUBLISHED BY EUROPEAN SECURITIES AND MARKETS AUTHORITY (**ESMA**) ON 3 AUGUST 2023, HAS LED TO THE CONCLUSION THAT:

(A) THE TARGET MARKET FOR THE NOTES IS ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ONLY, EACH AS DEFINED IN MIFID II; AND

(B) ALL STRATEGIES FOR DISTRIBUTION OF THE NOTES TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE.

ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE NOTES (A **DISTRIBUTOR**) SHOULD TAKE INTO CONSIDERATION THE MANUFACTURER'S TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES (BY EITHER ADOPTING OR REFINING THE MANUFACTURER'S TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION STRATEGIES.]

[**MIFID II PRODUCT GOVERNANCE / RETAIL INVESTORS/ PROFESSIONAL INVESTORS AND ELIGIBLE COUNTERPARTIES TARGET MARKET**:

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1 Legend to be included if the Notes may constitute "packaged" products, except if a PRIIPs KID is prepared. This legend is required if "Prohibition of Sales to EEA Retail Investors" is specified as being "Applicable" (See Part B, Para 11).

2 To be included following completion of the target market assessment in respect of the Notes, taking into account the five categories referred to in item 19 of the Guidelines published by ESMA on 3 August 2023.

SOLELY FOR THE PURPOSES OF THE MANUFACTURER'S PRODUCT APPROVAL PROCESS, THE TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES, TAKING INTO ACCOUNT THE FIVE (5) CATEGORIES REFERRED TO IN ITEM 19 OF THE GUIDELINES PUBLISHED BY EUROPEAN SECURITIES AND MARKETS AUTHORITY (**ESMA**) ON 3 AUGUST 2023, HAS LED TO THE CONCLUSION THAT:

(A) THE TARGET MARKET FOR THE NOTES IS ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS AND RETAIL CLIENTS, EACH AS DEFINED IN MIFID II; AND

EITHER

(B) [ALL STRATEGIES FOR DISTRIBUTION OF THE NOTES ARE APPROPRIATE, INCLUDING INVESTMENT ADVICE, PORTFOLIO MANAGEMENT, NON-ADVISED SALES AND PURE EXECUTION SERVICES.]

OR

[(B) [ALL STRATEGIES FOR DISTRIBUTION TO ELIGIBLE COUNTERPARTIES AND PROFESSIONAL CLIENTS ARE APPROPRIATE; AND

(C) THE FOLLOWING STRATEGIES FOR DISTRIBUTION OF THE NOTES TO RETAIL CLIENTS ARE APPROPRIATE - INVESTMENT ADVICE[,/ AND] PORTFOLIO MANAGEMENT[,/ AND][NON-ADVISED SALES][AND PURE EXECUTION SERVICES][, SUBJECT TO THE DISTRIBUTOR'S SUITABILITY AND APPROPRIATENESS OBLIGATIONS UNDER MIFID II, AS APPLICABLE]] [*CONSIDER ANY NEGATIVE TARGET MARKET*].]

ANY PERSON SUBSEQUENTLY OFFERING, SELLING OR RECOMMENDING THE NOTES (A **DISTRIBUTOR**) SHOULD TAKE INTO CONSIDERATION THE MANUFACTURER'S TARGET MARKET ASSESSMENT; HOWEVER, A DISTRIBUTOR SUBJECT TO MIFID II IS RESPONSIBLE FOR UNDERTAKING ITS OWN TARGET MARKET ASSESSMENT IN RESPECT OF THE NOTES (BY EITHER ADOPTING OR REFINING THE MANUFACTURER'S TARGET MARKET ASSESSMENT) AND DETERMINING APPROPRIATE DISTRIBUTION STRATEGIES.]

THE NOTES ARE NOT DEPOSITS OR SAVINGS ACCOUNTS AND ARE NOT INSURED BY THE U.S. FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENTAL AGENCY OR INSTRUMENTALITY OR DEPOSIT PROTECTION SCHEME ANYWHERE, NOR ARE THEY OBLIGATIONS OF, OR GUARANTEED BY, A BANK.

THE NOTES [AND /,] ANY INTEREST THEREIN [AND THE GUARANTEE IN RESPECT THEREOF][3] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE **SECURITIES ACT**), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES OF AMERICA, ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS AND MAY NOT BE OFFERED, SOLD, PLEDGED, ASSIGNED, DELIVERED OR OTHERWISE TRANSFERRED, EXERCISED OR REDEEMED AT ANY TIME, DIRECTLY OR INDIRECTLY, WITHIN THE UNITED STATES (WHICH TERM INCLUDES THE TERRITORIES, THE POSSESSIONS AND ALL OTHER AREAS SUBJECT TO THE JURISDICTION OF THE UNITED STATES) OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT). SEE "SUBSCRIPTION AND SALE". IN PURCHASING THE NOTES, PURCHASERS WILL BE DEEMED TO REPRESENT AND WARRANT THAT THEY ARE NEITHER LOCATED IN THE UNITED STATES NOR A U.S. PERSON AND THAT THEY ARE NOT PURCHASING FOR, OR FOR THE ACCOUNT OR BENEFIT OF, ANY SUCH PERSON.

[3] To be included if the Notes are issued by MSBV or MSFL.

[These Securities are "other income" securities.][4]

[The Base Prospectus dated 19 ***June 2026 expires on*** 19 ***June 2027. The updated Base Prospectus shall be available on the website of (a) the Luxembourg Stock Exchange (www.luxse.com) and (b) the Issuers (http://sp.morganstanley.com/EU/Documents) and copies may be obtained at the registered offices of the Issuers and at the specified offices of the Paying Agents.]***[5]

[*Morgan Stanley/Morgan Stanley & Co. International plc/Morgan Stanley B.V./Morgan Stanley Finance LLC/Morgan Stanley Europe SE*]

Legal Entity Identifier (LEI) :
[IGJSJL3JD5P30I6NJZ34][6]/[4PQUHN3JPFGFNF3BB653][7]/[KG1FTTDCK4KNVM3OHB52][8]/[5493003FCPSE9RKT4B56][9]/[54930056FHWP7GIWYY08][10]

Issue [and Non-Exempt Offer] of [*Aggregate Nominal Amount of Tranche*] [*Title of Notes*]

[Guaranteed by Morgan Stanley][11]

under the Programme for the Issuance of Notes

CONTRACTUAL TERMS

This document constitutes Final Terms relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions of the Notes set forth in the Base Prospectus dated 19 June 2026 and the supplement(s) (if any) to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the **Supplement(s)**) (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provides for any change to the Conditions such changes shall have no effect with respect to the Conditions of the Notes to which these Final Terms relate, unless otherwise stated in such Supplement) which together constitute a base prospectus (the **Base Prospectus**) for the purposes of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market (the **Prospectus Regulation**). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Prospectus Regulation and must be read in conjunction with such Base Prospectus in order to obtain all the relevant information. Copies of the Base Prospectus and any Supplement are available on the website of (a) the Luxembourg Stock Exchange (www.luxse.com) and (b) the Issuers (http://sp.morganstanley.com/EU/Documents). [A summary of the issue is annexed to the Final Terms and includes information contained in the Base Prospectus as well as pertinent information from the Final Terms.][12]

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4 Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Securities are "other income" securities.

5 To be included in the case of a non-exempt offer which offer period expires after the expiry date of this Base Prospectus.

6 Insert if Morgan Stanley is the Issuer.

7 Insert if Morgan Stanley & Co. International plc is the Issuer.

8 Insert if Morgan Stanley B.V. is the Issuer.

9 Insert if Morgan Stanley Finance LLC is the Issuer.

10 Insert if Morgan Stanley Europe SE is the Issuer.

11 To be included if the Notes are issued by MSBV or MSFL.

12 To be included if the Notes are issued with a denomination of less than €100,000.

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

This document constitutes Final Terms relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the [2017/December 2017/2018/2019/2020/2021/2022/2023/2024/2025] Terms and Conditions of the Notes. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 8 of the Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market (the **Prospectus Regulation**) and, in order to obtain all the relevant information, must be read in conjunction with the Base Prospectus dated 19 June 2026 and the supplement(s) (if any) to the Base Prospectus published and approved on or before the date of these Final Terms and any supplement to the Base Prospectus which may have been published and approved before the Issue Date (as defined below) (the **Supplement(s)**) (provided that to the extent any such Supplement (i) is published and approved after the date of these Final Terms and (ii) provides for any change to the Conditions such changes shall have no effect with respect to the Conditions of the Notes to which these Final Terms relate, unless otherwise stated in such Supplement) which together constitute a base prospectus for the purposes of the Prospectus Regulation (the **Base Prospectus**). Copies of the Base Prospectus and any Supplement are available on the website of (a) the Luxembourg Stock Exchange (www.luxse.com) and (b) the Issuers (http://sp.morganstanley.com/EU/Documents). [A summary of the issue is annexed to the Final Terms and includes information contained in the Base Prospectus as well as pertinent information from the Final Terms.][13]

[*Include whichever of the following apply or specify as "Not Applicable" (N/A). Note that the numbering should remain as set out below, even if "Not Applicable" is indicated for individual paragraphs or sub-paragraphs. Italics denote guidance for completing the Final Terms.*]

1.	(i)	Series Number:	[•]
	(ii)	Tranche Number:	[•]
	(*If fungible with an existing Series, details of that Series, including the date on which the Notes become fungible*).		
2.	Specified Currency(ies):		[•][14]
3.	Aggregate Nominal Amount:		[•][15]
	(i)	Series:	[•]
	(ii)	Tranche:	[•]
4.	Issue Price		[•] per cent. of Par per Note/[•] per Note

13 To be included if the Notes are issued with a denomination of less than €100,000.

14 For domestic issues whose settlement is made from an issuer account located in France, payments with respect to the Notes shall be made in euros (pursuant to Article 1343-3 of the French *Code civil*).

15 Where the amount is not known at the beginning of the offer period (e.g. an "up to" amount), notices of final offer amount will need to be submitted where the Notes are listed or admitted to trading. Such "up to" offer can only be included if the Notes are issued with a denomination of less than €100,000.

5.			
	(i)	Specified Denomination (Par):	[•] [, provided that it shall be [•] as from the Automatic Partial Redemption Date pursuant to Condition 16.7. (*only if Condition 16.7 applies*)]
	(ii)	Calculation Amount:	[•] [, provided that it shall be [•] as from the Automatic Partial Redemption Date pursuant to Condition 16.7 (*only if Condition 16.7 applies*)]
	(iii)	Reduced Calculation Amount	[•], provided that any reference to Calculation Amount in this Final Terms will be deemed to be equal to the Reduced Calculation Amount as of the Partial Automatic Early Redemption Date.]
	(iv)	Minimum Trading Size:	[Applicable. The Minimum Trading Size is [●] in aggregate nominal amount][Not Applicable] (*Specify the relevant minimum amount. Note that this will apply to acquisition and trading of the Notes*)
6.			[•]
	(i)	Issue Date:	
	(ii)	Trade Date:	[•]
	(iii)	Interest Commencement Date	[*Specify*] / [Issue Date] / [Not Applicable] [*OR*] [In relation to interest payable under Condition 5 (*Fixed Rate Note Provisions*), [*date*]. See Paragraph 14 below for further details] [In relation to interest payable under Condition 14 (*Provisions Relating to Rate-Linked Notes*), [*date*]. See Paragraph 14 below for further details] [In relation to interest payable under Condition 6.12 (*Securities-Linked, Currency-Linked, Inflation-Linked Interest, Fund-Linked, Futures Contract-Linked and Rate-Linked Note Provisions*) and Part 2 of the Terms and Conditions, [*date*]. See Paragraph 14 below for further details] (*Include if Notes are subject to different Interest Basis during their lifetime, and delete as appropriate*)

	(iv) Strike Date:	[•]
7.	Maturity Date:	[*specify date or (for Floating Rate Notes) Interest Payment Date falling in, or nearest to, the relevant month and year*]
8.	Interest Basis:	[[•] per cent. Fixed Rate] [[*specify reference rate*] +/– [•] per cent. Floating Rate] [Fixed to Floating Rate Notes] [Floating to Fixed Rate Notes] [Floored Floating Rate Notes] [Capped Floating Rate Notes] [Collared Floating Rate Notes] [Inverse Floater Notes] [Barrier Notes] [Capitalised Coupon] [Zero Coupon] [Fixed Coupon] [Capitalised Fixed Coupon] [Single Share-Linked Interest]/[Share Basket-Linked Interest] [Single Equity Index-Linked Interest]/[Equity Index Basket-Linked Interest] [Single Bond Index-Linked Interest]/[Bond Index Basket-Linked Interest] [Single ETF-Linked Interest]/[ETF Basket-Linked Interest] [Single Currency-Linked Interest]/[Currency Basket-Linked Interest] [Inflation-Linked Interest] [Single Fund-Linked Interest]/[Fund Basket-Linked Interest]

[Single Futures Contract-Linked Interest]/[Futures Contract Basket-Linked Interest]

[Rate-Linked Interest]

[Combination Basket Notes]

[Hybrid Notes: [●]]

(*If Hybrid Notes is specified as applicable specify the Interest Basis (amongst those specified above in this item 8) applicable to relevant Underlyings for each Applicable Period*)

Interest Basis Table		
Interest Commencement Date(s)	**Interest Period End Date(s)**	**Type of Notes**
[●] *(repeat as required)*	[●]/[As set forth in paragraph [●] below] *(repeat as required)*	[Fixed Rate Notes] [Floating Rate Notes] [Fixed to Floating Rate Notes] [Floating to Fixed Rate Notes] [Floored Floating Rate Notes] [Capped Floating Rate Notes] [Collared Floating Rate Notes] [Inverse Floater Notes] [Barrier Notes] [Capitalised Coupon] *(repeat as required)*

(further particulars specified below)

9. Automatic Change of Interest Basis: [Applicable: [*describe changes*]/[further particulars as set out in the Interest Basis Table in Paragraph 8]]/[Not Applicable]

10. Redemption/Payment Basis: [Redemption at Par]

[Single Share-Linked Redemption]/[Share Basket-Linked Redemption]

[Single Equity Index-Linked Redemption]/[Equity Index Basket-Linked Redemption]

		[Single Bond Index-Linked Redemption]/[Bond Index Basket-Linked Redemption] [Single ETF-Linked Redemption]/[ETF Basket-Linked Redemption] [Single Currency-Linked Redemption]/[Currency Basket-Linked Redemption] [Inflation-Linked Redemption] [Single Fund-Linked Redemption]/[Fund Basket-Linked Redemption] [Single Futures Contract-Linked Redemption]/[Futures Contract Basket-Linked Redemption] [Rate-Linked Redemption] [Combination Basket Notes] [Hybrid Notes: [●]] (*If Hybrid Notes is specified as applicable specify the Redemption/Payment Basis (amongst those specified above in this item 9) applicable to each relevant Underlyings and for each Applicable Period*) (further particulars specified below)
11.	Hybrid Notes	[Applicable/Not Applicable] [●] (*Specify the relevant Underlyings and the Applicable Period for which each such underlying applies*)
12.	Redemption Options:	[Not Applicable/Redemption at the option of the Issuer/ Model Based Redemption/Automatic Partial Redemption/Redemption at the option of Noteholders] (further particulars specified below)
13.	Dates of the corporate authorisations for issuance of the Notes:	[•]

14. **PROVISIONS RELATING TO THE RELEVANT UNDERLYING(S)**

[Applicable/ Not Applicable]*(If not applicable, delete the remaining sub-paragraphs below)*

(*Items below to be reproduced for the Compared Underlying if applicable*)

(A)	**Share-Linked Notes:**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Type of Notes:	[Single Share-Linked Notes] / [Share Basket-Linked Notes] (*if the Relevant Underlying is not a Basket, delete (a) below*)
	(a) Scheduled Trading Days and Disrupted Days:	[Common Scheduled Trading Days and Common Disrupted Days: Applicable] [Individual Scheduled Trading Days and Individual Disrupted Days: Applicable] [Common Scheduled Trading Days and Individual Disrupted Days: Applicable] (*select one as appropriate and delete other two*)
(ii)	Underlying(s) Share(s):	As specified in the table below: (Specify in the table below: (i) names of each Underlying Issuer and, if any, its class, (ii) ISIN, (iii) other security identification code for each Underlying Share (in particular the Bloomberg code, (iv) the currency in which the Underlying Share is traded, (v) the Exchange(s) and (vi) if any weighting for each Underlying Share comprising the basket:

Name	**Bloomberg code**	**ISIN**	**Currency**	**Exchange(s)**	[**Applicable Weighting** or **Wi** *(if not applicable delete this column)*	[**ADR**] (*if not applicable delete this column*)	[**ADR Issuer**] (*if not applicable delete this column*)
[●]	[●]	[●]	[●]	[•] / [All exchanges]	[●]	[●] (ISIN: [●])	[●]
-	-	-	-	-	-		
[●]	[●]	[●]	[●]	[•] / [All exchanges]	[●]]	[●] (ISIN: [●])]	[●]]

(iii) Related Exchange(s): [•] / [As per Condition 9.7]

(iv) Determination Time: [•] / As per Condition 9.7]

(v) Correction Cut Off Time: [•] / Within one Settlement Cycle after the original publication and prior to the relevant Interest Payment Date

(Condition 9.3(b))

(vi) Additional Disruption Events: [Change in Law, Hedging Disruption, Loss of Securities Borrow and Increased Cost of Hedging] shall apply

(*delete any which are not applicable*)

(vii) Partial Lookthrough Depositary Receipt provisions: [Applicable/Not Applicable]

(viii) Full Lookthrough Depositary Receipt provisions: [Applicable/Not Applicable]

(ix) Early Redemption Amount following an Early Redemption (Additional Disruption Event): [Early Redemption Amount (Additional Disruption Events) – Fair Market Value Less Costs / Early Redemption Amount (Additional Disruption Events) - Fair Market Value Less Costs] shall apply

(Condition 9.6)

(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Additional Disruption Events) – Fair Market Value Less Costs" may not be selected)

(x) Early Redemption Amount following an Early Redemption (Merger Event or Tender Offer): [Merger Event Early Redemption Amount – Fair Market Value Less Costs] / [Merger Event Early Redemption Amount – Fair Market Value] shall apply

(Condition 9.4(a))

[Tender Offer Early Redemption Amount – Fair Market Value Less Costs] / [Tender Offer Early Redemption Amount – Fair Market Value] shall apply

(Note – for issuances of Notes to retail investors, "Merger Event Early Redemption Amount – Fair Market Value Less Costs" and "Tender Offer Early Redemption Amount – Fair Market Value Less Costs" may not be selected)

(xi) Early Redemption Amount following an Early Redemption (Nationalisation, Insolvency or Delisting)

(Condition 9.4 (b))

[Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value Less Costs] / [Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value] shall apply

(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Nationalisation, Insolvency and Delisting) – Fair Market Value Less Costs" may not be selected)

(B) Index-Linked Notes: [Applicable/Not Applicable]

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

(i) Types of Notes: [Single Equity Index]/[Equity Index Basket] [Single Bond Index]/[Bond Index Basket]-Linked Notes]

(*if the Relevant Underlying is not a Basket, delete (a) below*)

(a) Scheduled Trading Days and Disrupted Days: [Common Scheduled Trading Days and Common Disrupted Days: Applicable]

[Individual Scheduled Trading Days and Individual Disrupted Days: Applicable]

[Common Scheduled Trading Days and Individual Disrupted Days: Applicable]

(*select one as appropriate and delete other two*)

(ii) Index / Indices: (*Specify relevant information in the table below. Delete lines that are not applicable)*

Name	[●]	[●]	[●]
Bloomberg Code	[●]	[●]	[●]
Exchange	[*Specify Exchange*] / [Multi Exchange Index]	[*Specify Exchange*] / [Multi Exchange Index]	[*Specify Exchange*] / [Multi Exchange Index]
ISIN	[●]	[●]	[●]

Type of Index	[Equity Index]/[Bond Index]	[Equity Index]/[Bond Index]	[Equity Index]/[Bond Index]
Index Underlying Security	[●]	[●]	[●]
Index Underlying Securities Obligor	[●]	[●]	[●]
Notional Maturity	[●]	[●]	[●]
Underlying Currency	[●]	[●]	[●]
Applicable Weighting or **Wi**	[●]	[●]	[●]

(iii) Related Exchange(s): [Not Applicable] / [•] / [As per Condition 9.7] / [None specified]

(iv) Determination Time: [•]/ As per Condition 9.7

(v) Correction Cut Off Time:

(Condition 9.2(e)) [Not Applicable] / [•] / within one Settlement Cycle after the original publication and prior to the relevant Interest Payment Date

(vi) Additional Disruption Events: [Change in Law, Hedging Disruption, Loss of Securities Borrow, Breach of Regulation Event and Increased Cost of Hedging] shall apply

(delete any which are not applicable)

(vii) Early Redemption Amount following an Early Redemption (Additional Disruption Event):

(Condition 9.6) [Early Redemption Amount (Additional Disruption Events) – Fair Market Value Less Costs / Early Redemption Amount (Additional Disruption Events) - Fair Market Value] shall apply

(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Additional Disruption Events) – Fair Market Value Less Costs" may not be selected)

(viii) Index Cancellation or Administrator/Benchmark Event (Condition 9.2(b)): Benchmark Trigger Provisions are [Applicable]/[Not Applicable]

Alternative Pre-nominated Index: [None] [*Specify*]

(ix) Early Redemption for Index Adjustment Event:

(Condition 9.2 (d)) Benchmark Trigger Provisions are [Applicable]/[Not Applicable]

Alternative Pre-nominated Index: [None] [*Specify*]

[[Early Redemption Amount (Index Adjustment Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Index Adjustment Event) – Fair Market Value] shall apply] / [Not Applicable]

(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Index

Adjustment Event) – Fair Market Value Less Costs" may not be selected)

(C) ETF-Linked Notes: [Applicable/Not Applicable]

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

(i) Type of Notes: [Single ETF] / [ETF Basket]-Linked Notes]

(*if the Relevant Underlying is not a Basket, delete (a) below*)

(a) Scheduled Trading Days and Disrupted Days: [Common Scheduled Trading Days and Common Disrupted Days: Applicable]

[Individual Scheduled Trading Days and Individual Disrupted Days: Applicable]

[Common Scheduled Trading Days and Individual Disrupted Days: Applicable]

(*select one as appropriate and delete other two*)

(ii) Names of each ETF Interest and the related ETF (each, an ETF): *(specify ETF Interest(s) and ETF(s))*

Name	**Bloomberg Code**	**Exchange(s)**	[**Applicable Weighting** or **Wi** *(if not applicable delete this column)*
[●]	[●]	[*Specify Exchange*] / [All Echanges]	[●]
-	-	-	-
[●]	[●]	[*Specify Echange*] / [All Exchanges]	[●]]

(iii) Related Exchange(s): [•] / [None specified]

(iv) Determination Time: [•] As per Condition 9.7

(v) Correction Cut Off Time: [•] / Within one Settlement Cycle after the original publication and prior to the relevant Interest Payment Date

(Condition 9.3(b))

(vi) Eligible ETF Interest: [*specify or delete if not applicable or fallback provisions in Condition 9.5 apply.*]

(vii)	Additional Disruption Events:	[Change in Law, Hedging Disruption, Loss of Securities Borrow, Increased Cost of Hedging and Increased Regulatory Capital] shall apply (*delete any which are not applicable*)
(viii)	Early Redemption Amount following an Early Redemption (Additional Disruption Event): (Condition 9.6)	[Early Redemption Amount (Additional Disruption Events) – Fair Market Value Less Costs / Early Redemption Amount (Additional Disruption Events) - Fair Market Value Less Costs] shall apply *(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Additional Disruption Events) – Fair Market Value Less Costs" may not be selected)*
(ix)	Early Redemption Amount following an Early Redemption (Extraordinary ETF Event) (Condition 9.5)	[[Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value] shall apply] / [Not Applicable] *(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Extraordinary ETF Event) – Fair Market Value Less Costs" may not be selected)*

(D)	**Currency Linked Notes** (Condition 10)	[Applicable/ Not Applicable] *(if Not Applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Type of Notes:	[Single Currency-Linked Interest Notes]/[Currency Basket-Linked Interest Notes]
(ii)	Settlement Currency for Single Currency-Linked Notes:	[●] / *[Not Applicable]*
(iii)	Reference Currency for Single Currency-Linked Notes:	[●] / *[Not Applicable]*
(iv)	Specified Amount for Single Currency-Linked Notes:	[●] / *[Not Applicable]*
(v)	Reference Currency Jurisdiction for Single Currency-Linked Notes:	[●] / *[Not Applicable]*

(vi) Settlement Currencies, Reference Currencies, Specified Amounts and Reference Currency Jurisdiction for Currency Basket-Linked Notes

[Not Applicable] /

Settlement Currency	Reference Currency	Specified Amount	Reference Currency Jurisdiction
[•] (*repeat as required*)	[•] (*repeat as required*)	[•] (*repeat as required*)	[•] (*repeat as required*)

(vii) Specified Rate:

Specify one of:

Reference Currency bid exchange rate;

Reference Currency offer exchange rate;

Average of Reference Currency bid and offer exchange rates;

Settlement Currency bid exchange rate;

Settlement Currency offer exchange rate;

Average of Settlement Currency bid and offer exchange rates;

Official fixing rate;

(viii) Settlement Rate Option:

[Currency Reference Dealers] / [Not Applicable]

(ix) Currency Disruption Events:

(Condition 10.3)

[[Price Source Disruption[is]/[is not] Applicable] [and] [Additional Price Source Disruption][,/and] [Price Materiality Event] [is]/[are] [applicable] / [Not Applicable] [in respect of all dates] / [in respect of [*insert dates, for example, Observation Date*]]

(x) Currency Disruption Fallbacks:

(Condition 10.4)

Currency Disruption Fallback(s) shall apply in the following order:

Currency Disruption Event	Currency Disruption Fallback
Price Source Disruption	[Not Applicable] / OR *[insert the following if only one Currency Disruption Fallback applies*: [Determination Agent Determination of Settlement Rate] [*OR*] [Fallback Reference Price]] *[insert the following if only multiple Currency Disruption Fallbacks apply*:

	[Currency Disruption Fallback(s) shall apply in the following order: [(i) Determination Agent Determination of Settlement Rate; (ii) Fallback Reference Price.] [OR] [(i) Fallback Reference Price; (ii) Determination Agent Determination of Settlement Rate.]]
Additional Price Source Disruption	[Not Applicable] / OR *[insert the following if only one Currency Disruption Fallback applies*: [Determination Agent Determination of Settlement Rate] [*OR*] [Fallback Reference Price]] *[insert the following if only multiple Currency Disruption Fallbacks apply*: [Currency Disruption Fallback(s) shall apply in the following order: [(i) Determination Agent Determination of Settlement Rate; (ii) Fallback Reference Price.] [OR] [(i) Fallback Reference Price; (ii) Determination Agent Determination of Settlement Rate.]]
Price Materiality Event	[Not Applicable] / OR *[insert the following if only one Currency Disruption Fallback applies*: [Determination Agent Determination of Settlement

	Rate] [*OR*] [Fallback Reference Price]] *[insert the following if only multiple Currency Disruption Fallbacks apply*: [Currency Disruption Fallback(s) shall apply in the following order: [(i) Determination Agent Determination of Settlement Rate; (ii) Fallback Reference Price.] [OR] [(i) Fallback Reference Price; (ii) Determination Agent Determination of Settlement Rate.]]

(xi) Price Materiality Percentage: [●] per cent. / [Not Applicable]

(xii) Reference Source: [●] / [Not Applicable]

(xiii) Additional Disruption Event(s): (Condition 10.6)

Change in Law – [Applicable] / [Not Applicable]

Hedging Disruption - [Applicable] / [Not Applicable]

Increased Cost of Hedging - [Applicable] / [Not Applicable]

(xiv) Early Redemption Amount following an Early Redemption (Additional Disruption Event):

(Condition 10.6)

[Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued): [●] per Calculation Amount]/[Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount] [Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued): [●] per Calculation Amount]/[Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount]/[Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Additional Disruption Event) – Fair Market Value] shall apply] / [Not Applicable]

(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued) Less

Costs" and "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" may not be selected)

(xv) Early Redemption Amount following an Early Redemption (Administrator/Benchmark Event):

(Condition 10.5)

[[Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Accrued): [●] per Calculation Amount]/[Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount]/[Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Unaccrued): [●] per Calculation Amount]/[Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount]/[Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value Less Costs]/[Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value] shall apply]/[Not Applicable]

[(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (Administrator/Benchmark Event) – Fixed Redemption (Unaccrued) Less Costs" and "Early Redemption Amount (Administrator/Benchmark Event) – Fair Market Value Less Costs" may not be selected)]

[Relevant FX Benchmark has the meaning given in Condition 10.8 (*Definitions applicable to Currency-Linked Notes*)]/[other: *specify*]

(E) Inflation-Linked Notes

[Applicable/Not Applicable]

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

(i) Inflation Index / Inflation Indices:

(*Specify Index or Indices*)

Name	**Bloomberg Code**	**Inflation Index Sponsor(s)**	[**Applicable Weighting** or **Wi** *(if not applicable delete this column)*
[●]	[●]	[●]	[●]
-	-	-	-
[●]	[●]	[●]	[●]]

(*delete any which are not applicable*)

(ii)	Index Level Adjustment Correction: (Condition 11.6)	The first publication or announcement of the level of the Inflation Index (disregarding estimates) by the relevant Inflation Index Sponsor for any Reference Month shall be final and conclusive and, subject to this Condition 11, later revisions to the level of the Inflation Index for such Reference Month will not be used in any calculations / The first publication or announcement of a level of the Inflation Index (disregarding estimates) published by the relevant Index Sponsor or, if revised, any subsequent revision of such level for a Reference Month shall be final and conclusive for such Reference Month, provided that such revisions are published or announced up to and including the day that is two Business Days prior to the relevant Interest Payment Date]. (*delete as appropriate*)
(iii)	Related Bond:	[*specify*] / [Fallback Bond] / [Fallback Bond: Not Applicable]
(iv)	Additional Disruption Event:	[Change in Law, Hedging Disruption and Increased Cost of Hedging] shall apply
(v)	Early Redemption Amount following an Early Redemption (Additional Disruption Event): (Condition 11.7)	Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued): [●] per Calculation Amount]/[Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount]/ [Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued): [●] per Calculation Amount]/[Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount]/ [Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Additional Disruption Event) – Fair Market Value] shall apply] / [Not Applicable] *(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued) Less Costs" and "Early Redemption Amount*

(Additional Disruption Event) – Fair Market Value Less Costs" may not be selected)

(vi) Early Redemption Amount following an Early Redemption (Cessation of Publication):

(Condition 11.2)

Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Accrued): [●] per Calculation Amount]/[Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount]/[Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Unaccrued): [●] per Calculation Amount]/[Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount]/[Early Redemption Amount (Inflation Index Cessation) – Fair Market Value Less Costs]/[Early Redemption Amount (Inflation Index Cessation) – Fair Market Value] shall apply]/[Not Applicable]

[(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (Inflation Index Cessation) – Fixed Redemption (Unaccrued) Less Costs" and "Early Redemption Amount (Inflation Index Cessation) – Fair Market Value Less Costs" may not be selected)]

(F) Fund-Linked Notes

[Applicable/Not Applicable]

(if Applicable, insert information below. if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Type of Notes

[Single Fund-Linked Notes]/[Fund Basket Linked Notes]

(ii) Fund:

[*specify* / As defined in Condition 12.7]

(iii) Fund Interest:

[*specify*]

(iv) Basket of Funds:

[Not Applicable]

(*specify or delete if not applicable, include any relevant weightings of each Fund)*

Fund	Weighting
[•]	[•]
[…]	[…]
[•]	[•]

(*if Basket of Funds is Not Applicable, delete (a) below*)

	(a) Fund Business Days and Disrupted Days:	[Common Fund Business Days and Common Disrupted Days: Applicable] [Individual Fund Business Days and Individual Disrupted Days: Applicable] [Common Fund Business Days and Individual Disrupted Days: Applicable] (*select one as appropriate and delete other two*)
(v)	Cut-off Period:	[*specify* / As defined in Condition 12.7]
(vi)	Final Cut-off Date:	[*specify* / Not Applicable]
(vii)	Redemption Notice Date(s):	[*specify* / As defined in Condition 12.7]
(viii)	Reference Price:	[Reported Net Asset Value][Redemption Proceeds] (*specify in respect of a Fund Interest*)
(ix)	Non-Applicable Fund Event(s): (Condition 12.5)	The following are not applicable Fund Events in relation to the Notes: (*specify all of the following which are not applicable*) [Nationalisation;] / [Fund Insolvency Event;] / [NAV Trigger / Restriction Event;] / [Changes to Fund or Fund Services Providers;] / [Fund Modification;] / [Strategy Breach;] / [Breach by Fund Service Provider;] / [Regulatory Event;] / [Reporting Disruption;] / [Compulsory Redemption or Assignment;] / [Closure to Subscriptions; Dealing Restrictions;] / [Disposals: Material Change: Merger;] / [Hedging Disruption;] / [Fraud;] / / [Force Majeure Event;] / [Value Limitation;] / [Delisting]/[Fund Accounting Event]/[Fees or Charges Event]/[Legal Action]/[Cross-contamination]
(x)	Fund Event Unscheduled Redemption	[Applicable][Not Applicable]
(G)	**Futures Contract-Linked Notes**	[Applicable / Not Applicable]
(i)	Type of Notes:	[Single Futures Contract-Linked] / [Futures Contract Basket-Linked] Notes *(If the Relevant Underlying is not a Basket, Delete the (a) below)*
	(a) Scheduled Trading Days and Disrupted Days:	[Common Scheduled Trading Days and Common Disrupted Days: Applicable] [Individual Scheduled Trading Days and Individual Disrupted Days: Applicable]

[Common Scheduled Trading Days and Individual Disrupted Days: Applicable]

(*select one as appropriate and delete other two*)

(ii) Futures Contract(s): (*Specify name and if applicable expiry date for each futures contract*)

Name	**Futures Contract Underlying :**	**Bloomberg Code**	**Exchange**	[**Applicable Weighting or Wi** *(if not applicable, delete this column)*
[●]	[●][None specified]	[●]	[*Specify Exchange*] / [All Exchanges]	[●]
-	-	-	-	-
[●]	[●][None specified]	[●]	[*Specify Exchange*] / [All Exchanges]	[●]]

(iii) Settlement Price: [daily settlement price] [final settlement price]

(iv) Determination Agent responsible for calculating the Interest Amount:

(v) Specified Number of Scheduled Trading Days: [●] [As per Condition 13.7]

(vi) Correction Cut Off time [●]

(vii) Specified Number of Common Scheduled Trading Days: [●] [As per Condition 13.7]

(viii) Futures Contract Adjustment Events: [Price Source Disruption] [Trading Restriction] [Disappearance or Non-commencement of Futures Contract or Settlement Price] [Material Change in Formula] [Material Change in Content] [Tax Disruption] [Change of Exchange] [Illiquidity Event]

(ix) Adjustments for Futures Contract Adjustment Events: (*Specify criteria for replacement of futures contract contemplated by Condition 13.4(a)(ii), if any)*

(x) Additional Disruption Events: [Change in Law] [Hedging Disruption] [Increased Cost of Hedging] [Increased Regulatory Capital]

(xi) Early Redemption Amount following an Early Redemption (Additional Disruption Event – Futures Contract -Linked Notes): [[Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Additional Disruption Event) – Fair Market Value] shall apply] / [Not Applicable]

	(Condition 13.6)	*(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" may not be selected)*
(xii)	Early Redemption for Administrator/Benchmark Event or Futures Contract Adjustment Event: (Condition 13.4.2)	Benchmark Trigger Provisions are [Applicable]/[Not Applicable] Alternative Pre-nominated Futures Contract[s]: [None] [*Specify*] [[Early Redemption Amount (Futures Contract Adjustment Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Futures Contract Adjustment Event) – Fair Market Value] shall apply] / [Not Applicable] *(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Futures Contract Adjustment Event) – Fair Market Value Less Costs" may not be selected)*
(H)	**Rate-Linked Notes** (Condition 14)	[Applicable]/[Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Underlying Rate:	[•]
(ii)	Underlying Rate Jurisdiction:	[•]
(iii)	Underlying Rate Determination method:	[Screen Rate Determination]/[ISDA Determination]/[CMS Rate Determination]
(iv)	Screen Rate Determination:	[Applicable/Not Applicable] (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)
	• Underlying Rate:	[•]
	• Averaging Dates:	[•]/[Not Applicable]
	• Provisions specific to SOFR as Underlying Rate - SOFR Benchmark (Condition 14.4):	[Not Applicable] [SOFR Compound with Lookback Lookback Days: [●] U.S. Government Securities Business Days]

[SOFR Compound with Observation Period Shift

Observation Shift Days: [●] U.S. Government Securities Business Days]

[SOFR Compound with Payment Delay]

[SOFR Index Average

SOFR $\text{Index}_{\text{Start}}$: [●] U.S. Government Securities Business Days preceding the first date of the relevant Interest Reference Period

SOFR $\text{Index}_{\text{End}}$: [●] U.S. Government Securities Business Days preceding the last day of the relevant Interest Reference Period

Observation Shift Days: [●] U.S. Government Securities Business Days]

- Provisions specific to SONIA as Underlying Rate – SONIA Benchmark (Condition 14.5):

[Not Applicable]

[SONIA Compound with Lookback

Lookback Days: [●] London Banking Days]

[SONIA Compound with Observation Period Shift

Observation Shift Days: [●] London Banking Days]

[SONIA Compound with Payment Delay

[SONIA Rate Cut-Off Date: [●] London Banking Days]]

[SONIA Index Average

Relevant Number: [●]

[Observation Shift Days: [●] London Banking Days]]

- Provisions specific to €STR as Underlying Rate – €STR Benchmark (Condition 14.6):

[€STR Compound with Lookback

Lookback Days: [●] T2 Settlement Days]

[€STR Compound with Observation Period Shift

Observation Shift Days: [●] T2 Settlement Days]

[€STR Compound with Payment Delay

[€STR Rate Cut-Off Date: [●] T2 Settlement Days]]

[€STR Index Average

Relevant Number: [●]

[Observation Shift Days: [●] T2 Settlement Days]]

- Provisions specific to SARON as Underlying Rate – SARON Benchmark (Condition 14.7):

[SARON Compound with Lookback

Lookback Days: [●] Zurich Banking Days]

[SARON Compound with Observation Period Shift

Observation Shift Days: [●] Zurich Banking Days]

[SARON Compound with Payment Delay

[SARON Rate Cut-Off Date: [●] Zurich Banking Days]]

[SAION Index Average

Relevant Number: [●]

[Observation Shift Days: [●] Zurich Banking Days]]

- Provisions specific to TONA as Underlying Rate – TONA Benchmark (Condition 14.8):

[TONA Compound with Lookback

Lookback Days: [●] Tokyo Banking Days]

[TONA Compound with Observation Period Shift

Observation Shift Days: [●] Tokyo Banking Days]

[TONA Compound with Payment Delay

[TONA Rate Cut-Off Date: [●] Tokyo Banking Days]

[TONA Index Average

Relevant Number: [●]

[Observation Shift Days: [●] Tokyo Banking Days]]

- Designated Maturity: [●]/[Not Applicable]
- Interest Determination Date(s): [●]
  - Relevant Screen Page: [•]
  - Relevant Time [•]

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

(*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

- Floating Rate Option: [•]
- Designated Maturity: [•]/[Not Applicable] (*Only applicable where the Floating Rate Option is not an overnight rate*)
- Fixing Day: [•]
- Reset Date: [•]
- Overnight Floating Rate Option: [Applicable]/[Not Applicable]
- Index Floating Rate Option: [Applicable]/[Not Applicable]
- Overnight Rate Compounding Method: [Not Applicable] (*Specify as Not Applicable if Averaging applies*)

  [OIS Compounding

  [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

  [Daily Capped Rate: [●]]

  [Daily Floored Rate: [●]]]

  [Compounding with Lookback

  [Lookback: [●] Applicable Business Days]

  [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

  [Daily Capped Rate: [●]]

  [Daily Floored Rate: [●]]]

  [Compounding with Observation Period Shift

  Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Compounding with Lockout

[Lockout: [●] Lockout Period Business Days]

[Lockout Period Business Days: [●]/[Applicable Business Days]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Applicable, as per the Floating Rate Matrix (as defined in the ISDA Definitions)]

- Overnight Rate Averaging Method: [Not Applicable] (*Specify as Not Applicable if Compounding applies*)

[Overnight Averaging

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Averaging with Lookback

[Lookback: [●] Applicable Business Days]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Averaging with Observation Period Shift

Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Averaging with Lockout

[Lockout: [●] Lockout Period Business Days]

[Lockout Period Business Days: [●]/[Applicable Business Days]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Applicable, as per the Floating Rate Matrix (as defined in the ISDA Definitions)]

- Index Method:

[Not Applicable]

[Standard Index Method]

[Compounded Index Method]

[Compounded Index Method with Observation Period Shift

Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]]

- Payment Delay:

[Applicable, with the specified number of days being [●] Business Days]/[Not Applicable]

- 2021 ISDA Definitions Linear Interpolation

[Applicable]/[Not Applicable]

- Unscheduled Holiday:

[Applicable]/[Not Applicable]

- Period End Date/Termination Date adjustment for Unscheduled Holiday:

[Applicable]/[Not Applicable]

- Non-Representative:

[Applicable]/[Not Applicable]

	• Successor Benchmark:	[●] Successor Benchmark Effective Date: [●]		
	• [TEC10 Adjustment:	[Applicable][Not Applicable]] (*Only include where the TEC10 is the underlying*)		
(vi)	CMS Rate Determination:	[Applicable]/[Not Applicable] (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)		
	• CMS Underlying Rate:	[Single CMS Underlying Rate] [Spread CMS Underlying Rate]		
		[CMS Underlying Rate [1]] (*If CMS* Underlying *Rate is "Spread CMS Rate", insert this column and heading "CMS Underlying Rate 1"*)	[CMS Underlying Rate 2] (*If CMS* Underlying *Rate is "Spread CMS Rate", insert this column and heading "CMS Underlying Rate 2"*)	
	• Specified Swap Rate:	[the swap rate/mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate]	[the swap rate/mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate]	
	• Reference Currency:	[●]	[●]	
	• Designated Maturity:	[●][month[s]/year[s]]	[●][month[s]/year[s]]	
	• Relevant Screen Page:	[●]	[●]	
	• Relevant Time:	[●]	[●]	
	• Interest Determination Date(s):	[●]	[●]	
	• Fallback Rate Determination:	[Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable]	[Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable] Fallback Screen Page: Applicable - to be	

		Fallback Screen Page: Applicable - to be applied first/second/third]/[Not Applicable] Mid-Market Quotations: Applicable - to be applied first/second/third]/[Not Applicable] [Reference Banks: [●]]	applied first/second/third]/[Not Applicable] Mid-Market Quotations: Applicable - to be applied first/second/third]/[Not Applicable] [Reference Banks: [●]]
•	Specified Fixed Leg (for determination of Mid-Market Quotations if specified to be applicable):	[annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg]	[annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg]
•	Fixed Leg Day Count Basis:	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
•	Floating Leg Day Count Basis:	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
•	Floating Leg Rate Option:	[●]	[●]
•	Margin [1]: (*If CMS Underlying Rate is*	[●]/[As specified in the Rate Table below]	

	"Spread CMS Underlying Rate", insert "Margin 1")	
	• Margin 2:	[●]/[As specified in the Rate Table below] (*Specify "Margin 2" if CMS Interest Rate is "Spread CMS Rate", otherwise, delete this paragraph*)
	• Underlying Rate Participation Rate [1]: (*If CMS Interest Rate is "Spread CMS Rate", insert "Interest Participation Rate 1"*)	[●]/[As specified in the Rate Table below]
	• Underlying Rate Participation Rate 2:	[●]/[As specified in the Rate Table below] (*Specify "Underlying Rate Participation Rate 2" if CMS Underlying Rate is "Spread CMS Underlying Rate", otherwise delete this paragraph*)
(vii)	Relevant Rates Benchmark Discontinuance or Prohibition on Use (Condition 14.9)	Administrator/Benchmark Event: applicable for Condition 14.9.3: [Not Applicable] [Applicable as per the Conditions] [Alternative Pre-nominated Reference Rate: [None] [*Specify*] [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued): [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount] [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) : [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Benchmark Trigger Event) – Fair Market Value] shall apply] / [Not Applicable] *(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) Less Costs" and "Early Redemption Amount*

		(Benchmark Trigger Event) – Fair Market Value Less Costs" may not be selected)
(viii)	If ISDA Determination applies, ISDA Bespoke Fallbacks to apply in priority to other fallbacks in Condition 14.9:	[Yes]/[No]
(ix)	CMS Underlying Rate – Effect of Index Cessation Event: (Condition 14.10)	[Not Applicable] [Administrator/Benchmark Event: [Applicable]/[Not Applicable] [Alternative Pre-nominated Reference Rate: [None] [*Specify*]] [Benchmark Replacement Adjustment: [*Specify*]] [[Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Accrued): [●] per Calculation Amount] / [Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Unaccrued): [●] per Calculation Amount] / [Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (CMS Underlying Rate) – Fair Market Value Less Costs] / [Early Redemption Amount (CMS Underlying Rate) – Fair Market Value] shall apply] (*Note – for issuances of Notes to retail investors, "Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (CMS Underlying Rate) – Fixed Redemption (Unaccrued) Less Costs", and "Early Redemption Amount (CMS Underlying Rate) – Fair Market Value Less Costs" may not be selected*)
(x)	Early Redemption Amount following an Early Redemption (Additional Disruption Event): (Condition 14.12)	[Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued): [●] per Calculation Amount] / [Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount] [Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued) : [●] per Calculation Amount] / [Early Redemption Amount

(Additional Disruption Event) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Additional Disruption Event) – Fair Market Value] shall apply] / [Not Applicable]

(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (Additional Disruption Event) – Fixed Redemption (Unaccrued) Less Costs" and "Early Redemption Amount (Additional Disruption Event) – Fair Market Value Less Costs" may not be selected)

(I) Combination Basket Notes [Applicable/ Not Applicable]

(if Applicable, insert information below. if Not Applicable, delete the remaining sub-paragraphs of this paragraph)

(i) Types of Notes: Combination Basket Linked Notes

(ii) Combination Basket Components: (*Insert details on Combination Basket Components from Sections above*)

(iii) Weighting of each Combination Basket Component: [Not Applicable]

(*if not applicable delete the table below*)

Combination Basket Component	**Weighting**
[●]	[●]
[…]	[…]
[●]	[●]

15 PROVISIONS RELATING TO THE PERFORMANCE OF THE RELEVANT UNDERLYING(S)

[Applicable/Not Applicable]

(If not applicable, delete the remaining sub-paragraphs of this paragraph) (Items below to be reproduced for the Compared Underlying if applicable)

(i) Performance Determination Terms: [Basic Performance] / [Capped Performance] / [Floored Performance] / [Capped & Floored Performance] / [Absolute Basic Performance] / [Absolute Capped Performance] / [Absolute Floored Performance] / [Absolute Capped & Floored Performance] / [Basic performance

with Synthetic Dividends]/ [Selected Average Basic Performance] / [Selected Average Individually Capped Performance] / [Selected Average Individually Floored Performance] / [Selected Average Individually Capped & Floored Performance] / [Selected Average Global Capped Performance] / [Selected Average Global Floored Performance] / [Selected Average Global Capped & Floored Performance] / [Selected Absolute Average Basic Performance] / [Selected Absolute Average Individually Capped Performance] / [Selected Absolute Average Individually Floored Performance] / [Selected Absolute Average Individually Capped & Floored Performance] / [Selected Absolute Average Global Capped Performance] / [Selected Absolute Average Global Floored Performance] / [Selected Absolute Average Global Capped & Floored Performance] / [Best of – Non Equally Weighted Average Performance] / [Worst of – Non Equally Weighted Average Performance] / [Selection of – Non Equally Weighted Average Performance] / [Selection of – Non Equally Weighted Average Performance with synthetic dividends] / [Basket Components Individual Valuation]

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

(ii) Applicable Period:

[From the Strike Date to the Determination Date.] / [From [*date*] to [*date*].]

(iii) Strike

[1/[●]]

(iv) Put Performance:

[Applicable][Applicable for the determination of the Final Upside Amount]/[Not Applicable]

(v) Performance Rate:

[•] %

[OR]

Performance Determination Date	**Performance Rate**
[*date*]	[•] per cent.
[…]	[…]

[*date*]	[•] per cent.

(vi) Basic Performance Determination Terms:

[Not Applicable] / [Basic Performance] / [Capped Performance] / [Floored Performance] / [Capped & Floored Performance] / [Absolute Basic Performance] / [Absolute Capped Performance] / [Absolute Floored Performance] / [Absolute Capped & Floored Performance] / [Basic performance with synthetic dividends]

(*Specify if Basket Components Individual Valuation is selected*)

(vii) Synthetic Dividends Level:

[Not Applicable] / [•] [Determined in accordance with the Value Determination Terms specified below]

(*specify if Basic performance with Synthetic Dividends or Selection of – Non Equally Weighted Average Performance with synthetic dividends is selected, otherwise delete this provision*)

(viii) Initial Reference Value:

[•] / [Determined in accordance with the Value Determination Terms specified below]

[*If Strategy Calculation is applicable for the determination of the Final Reference Value insert*: Strategy Level (0) = [*specify*]]

Basket Component	**Initial Reference Value**
[•]	[•] / [Determined in accordance with the Value Determination Terms specified below] [*If Strategy Calculation is applicable for the determination of the Final*

	Reference Value insert: Strategy Level (0) = [*specify*]]
[…]	[…]
[•]	[•] / [Determined in accordance with the Value Determination Terms specified below] [*If Strategy Calculation is applicable for the determination of the Final Reference Value insert*: Strategy Level (0) = [*specify*]]

(ix) Value Determination Terms for Initial Reference Value: (Section 2 of Part 2 of the Additional Terms and Conditions)

[Not Applicable] / [Closing Value] / [Opening Value] / [Intraday Value] / [Average Value] / [Min Value] / [Max Value] / [Floored Min Value] / [Capped Max Value] / [Individually Floored Average Value] / [Individually Capped Average Value] / [Globally Floored Average Value] / [Globally Capped Average Value] / [Reset Value] / [Closing Value with Dividend Adjusted Performance] / [Capped Min Value] / [Floored Max Value]

(*specify if there are differences between the Basket Components*)

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

- Reference Month:

  [•]

(*specify for Inflation-Linked Notes otherwise delete this provision)*

- Basic Value Determination Terms:

  [Closing Value] / [Opening Value] / [Intraday Value] / [Closing Value with Dividend Adjusted Performance]

(*specify if Average Value / Min Value / Max Value / Floored Min Value / Capped Max Value / Individually Floored Average Value / Individually*

Capped Average Value / Globally Capped Average Value / Globally Floored Average Value / Reset Value / Capped Min Value / Floored Max Value is selected, otherwise delete this provision)

- Averaging Dates in relation to Strike Date: [*date*][, [*date*]…. and [*date*]]

(*specify if Average Value / Individually Capped Average Value / Individually Floored Average Value / Globally Floored Average Value / Globally Capped Average Value is selected, otherwise delete this provision)*

- Averaging Date Disruption: [Omission] / [Postponement] / [Modified Postponement]

(*specify if Average Value / Individually Capped Average Value / Individually Floored Average Value / Globally Floored Average Value / Globally Capped Average Value is selected, otherwise delete this provision)*

- Observation Dates in relation to the Strike Date: [*date*][, [*date*]…. and [*date*]]

(*specify if Min Value / Max Value / Floored Min Value / Capped Max Value / Capped Min Value / Floored Max Value is selected, otherwise delete this provision*)

- Floor Value: [•]

(*specify if Floored Min Value / Individually Floored Average Value / Floored Max Value is selected, otherwise delete this provision*)

- Global Floor Value: [•]

(*specify if Globally Floored Average Value is selected, otherwise delete this provision*)

- Cap Value: [•]

(*specify if Capped Max Value / Individually Capped Average Value / Capped Min Value is selected, otherwise delete this provision*)

- Global Cap Value: [•]

(*specify if Globally Capped Average Value is selected, otherwise delete this provision*)

- Reset Observation Dates: [*date*][, [*date*]…. and [*date*]]

(*specify if Restrike Value is selected, otherwise delete this provision*)

- Reset Barrier Value: [[●]/[●] per cent.]

(*specify if Restrike Value is selected, otherwise delete this provision*)

- Reset Rate: [●]%

(*specify if Restrike Value is selected, otherwise delete this provision*)

(x) **Value Determination Terms** for Final Reference Value as of each Performance Determination Date:

(Section 2 of Part 2 of the Additional Terms and Conditions)

[Closing Value] / [Opening Value] / [Intraday Value] / [Average Value] / [Min Value] / [Max Value] / [Floored Min Value] / [Capped Max Value] / [Individually Floored Average Value] / [Individually Capped Average Value] / [Globally Floored Average Value] / [Globally Capped Average Value] / [Closing Value with Dividend Adjusted Performance] / [Strategy Calculation] / [Capped Min Value] / [Floored Max Value]

- Reference Month:

(*specify for Inflation-Linked Notes otherwise delete this provision)*

Performance Determination Date	**Reference Month**
[•]	[•]
[…]	[…]
[•]	[•]

- Basic Value Determination Terms: [Closing Value] / [Opening Value] / [Intraday Value] / [Closing Value with Dividend Adjusted Performance]

(*specify if Average Value / Min Value / Max Value / Floored Min Value / Capped Max Value / Individually Floored Average Value / Individually Capped Average Value / Globally Capped Average Value / Globally Floored Average Value / Strategy Calculation / Capped Min Value / Floored Max Value is selected, otherwise delete this provision*)

- Averaging Dates in relation to each Performance Determination Date:

(*specify if Average Value / Individually Capped Average Value / Individually Floored Average Value / Globally Floored Average Value / Globally Capped Average Value is selected, otherwise delete this provision)*

Performance Determination Date	**Averaging Dates**
[*date*]	[*date*][, [*date*]…. and [*date*]]
[*date*]	[*date*][, [*date*]…. and [*date*]]
[*date*]	[*date*][, [*date*]…. and [*date*]]

- Averaging Date Disruption: [Omission] / [Postponement] / [Modified Postponement]

(*specify if Average Value / Individually Capped Average Value / Individually Floored Average Value / Globally Floored Average Value / Globally Capped Average Value is selected, otherwise delete this provision)*

- Observation Dates in relation to each Performance Determination Date:

(*specify if Min Value / Max Value / Floored Min Value / Capped Max Value / Capped Min Value / Floored*

Performance Determination Date	**Observation Dates**
[d*ate*]	[[*date*][, [*date*]…. and [*date*]] / [Each [Common]

Max Value is selected, otherwise delete this provision)

	Scheduled Trading Day commencing on [*date*] (inclusive) and ending on [*date*] (excluded)]
[d*ate*]	[[*date*][, [*date*]…. and [*date*]] / [Each [Common] Scheduled Trading Day commencing on [*date*] (inclusive) and ending on [*date*] (excluded)]
[d*ate*]	[[*date*][, [*date*]…. and [*date*]] / [Each [Common] Scheduled Trading Day commencing on [*date*] (inclusive) and ending on [*date*] (excluded)]

- Floor Value:

[•]

(*specify if Floored Min Value / Individually Floored Average Value / Floored Max Value is selected, otherwise delete this provision*)

- Global Floor Value:

[•]

(*specify if Globally Floored Average Value is selected, otherwise delete this provision*)

- Cap Value:

[•]

(*specify if Capped Max Value / Individually Capped Average Value / Capped Min Value is selected, otherwise delete this provision*)

- Global Cap Value:

[•]

(*specify if Globally Capped Average Value is selected, otherwise delete this provision*)

- Observation Dates(t):

(*specify if Strategy Calculation is selected, otherwise delete this provision*)

Performance Determination Date	**Observation Dates(t)**
[*date*]	[[*date*][, [*date*]…. and [*date*]] (inclusive) and ending on [*date*] (excluded)]
[…]	[…]
[*date*]	[[*date*][, [*date*]…. and [*date*]] (inclusive) and ending on [*date*] (excluded)]

- Pre-Defined Dividend:

(*specify if Strategy Calculation is selected, otherwise delete this provision*)

Performance Determination Date	Pre-Defined Dividend
[*date*]	[•]
[…]	[…]
[*date*]	[•]

(xi) Dividend Adjusted Performance: [Not Applicable]/[Applicable]

(*specify only if Closing Value with Dividend Adjusted Performance is selected for Value Determination Terms for Initial Reference Value and/or Value Determination Terms for Final Reference Value*)

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

- Type of Adjustment: Target Dividend Payoff [1]/[2]/[3]/[4]/[5]/[6]/[7]/[8]

- Target Dividend Observation Date subject to Valuation Date adjustment: [Valuation Date adjustment applicable in respect of [[●], [●] and [●]]/[[the]/[all] Target Dividend Observation Date[s]]]/[Not Applicable]

(*Applicable where Type of Adjustment is Target Dividend Payoff 7 or Target Dividend Payoff 8*)

- Daily Decrement Level: [Applicable]/[Not Applicable]

(*Applicable only where Type of Adjustment is Target Dividend Payoff 7 or Target Dividend Payoff 8*)

- Dividend Screen Page: [•]

- Relevant Underlying Currency: [•]

- Target Dividend: [•]

  [In respect of a Scheduled Target Dividend Deduction Date, each date amount specified in the table below for such Scheduled Target Dividend Deduction Date:

  Scheduled Target Dividend Deduction Date | **Target Dividend**

  [●] [●]

  (*Add further lines where necessary*)

  (*Applicable where Type of Adjustment is Target Dividend Payoff 3 or Target Dividend Payoff 6*)

  [As specified for a Dividend Period in the table below]

  (*Applicable only where Type of Adjustment is Target Dividend Payoff 4, Target Dividend Payoff 3, Target Dividend Payoff 7 or Target Dividend Payoff 8*)

- For the purposes of the determination of the Gross Dividend extraordinary or special dividend are: [Included/Excluded]

- Applicable Percentage: [●]/[Not Applicable]

  (*The Final Terms may specify a different Applicable Percentage for the Net Dividend and for the Target Dividend*)

- Start Date: [●]/[Strike Date]

- $Fixing_{(0)}$: The [Daily Decrement Level/ Relevant Underlying Value] on the Start Date is [the

Closing Value on the Start Date / [●]% of the Closing Value on the Start Date / [*specify an amount*]]

- Initial Reference Value Determination Date: [●]/[Strike Date]

- Day Count Basis: [365/360/[*specify*]]

- Dividend Period: [Not Applicable] [Each period from (but excluding) the Dividend Period Start Date specified in the table below to (and including) the Dividend Period End Date specified in the table below:

Dividend Period Start Date	**Dividend Period End Date**	**Target Dividend**
[●]	[●]	[●]

(*Add further lines where necessary*)]

(*Only where Type of Adjustment is Target Dividend Payoff 4, Target Dividend Payoff 5, Target Dividend Payoff 7 or Target Dividend Payoff 8*)

- Scheduled Target Dividend Deduction Date: [Not Applicable]/[As specified in the table above]

(*Only applicable where Type of Adjustment is Target Dividend Payoff 3 or Target Dividend Payoff 6*)

(xii) Cap: [[Not Applicable] / [•] per cent.]

(*specify if Capped Performance / Capped & Floored Performance / Absolute Capped Performance / Absolute Global Performance is selected, otherwise delete this provision*)

Basket Component	**Cap**
[•]	[•]
[…]	[…]
[•]	[•]

(xiii) Floor: [[Not Applicable] / [•] per cent.]

(*specify if Floored Performance / Capped & Floored Performance / Absolute Floored Performance / Absolute Capped & Floored Performance is selected, otherwise delete this provision*

Basket Component	**Floor**
[•]	[•]
[…]	[…]
[•]	[•]

(xiv) Selected Basket Components: For the purposes of determining the Selected Basket Component, "J" = [number], [number]… and [number]

[*insert number assigned to "J", where "J" is a number from 1 to N denoting one of the Basket Components numbered in order according to the respective values for each Basket Component determined by dividing the Closing Value for such Basket Component by its Initial Reference Value, starting with the Basket Component with the highest such value (Basket Component 1) and ending with the Basket Component with the lowest such value (Basket Component N), "N" being the total number of Basket Components*]

16 PROVISIONS RELATING TO THE RELEVANT UNDERLYING(S)

[Applicable/Not Applicable]

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

(A) Fixed Rate Note Provisions

[Applicable/Not Applicable]

(Condition 5) (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Rate[(s)] of Interest: [•] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/ other (specify)] in arrear]

(ii)	Interest Period:	[As set out in Condition 2] / [*Insert "Unadjusted" if the application of the relevant Business Day Convention is not intended to affect the Interest Period*]
(iii)	Interest Payment Date(s):	[•] in each year [adjusted in accordance the Business Day Convention specified below]/not adjusted]]/ [*If Item [●](Capitalised Coupon) below applies include*: Capitalised Coupon, as set out in Item [●](Capitalised Coupon) below.]
(iv)	Interest Period End Date(s):	[the Interest Payment Date(s)][*other specify*]
(v)	Business Day Convention	[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [No Adjustment / Unadjusted] *(Delete as appropriate)*
(vi)	Fixed Coupon Amount[(s)]:	[•] per Calculation Amount
(vii)	Broken Amount(s):	[•] per Calculation Amount, with respect to the Interest Period End Date falling [in/on] [•]
(viii)	Day Count Fraction:	[Actual/Actual; Actual/365(Fixed); Actual/360; 30/360; 30E/360, Eurobond Basis]
(ix)	Capitalised Coupon: (*Paragraph 1.8 of Section 8 of the Additional Terms and Conditions*)	[Applicable/Not Applicable]
(B)	**Floating Rate Note Provisions** (Condition 6)	[Applicable]/[Applicable to determine the Coupon Amount for the purposes of the [Non Memory Barrier Conditional Coupon described in Item 16(G)(III)]/[Capitalised Non Memory Barrier Conditional Coupon in Item 16(G)(VIII)] below]/[Not Applicable] [*If Item 16(G)(III) below applies include*: For the avoidance of doubt the Coupon Amount is payable if the Relevant Underlying Performance as of the relevant Barrier Observation Date immediately preceding the relevant Interest Payment Date is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value as further described in Item 16(G)(III) below.]

		(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
(i)	Interest Payment Date(s):	[*date*][, [*date*]…. and [*date*]]/ [*If Item [●](Capitalised Coupon) below applies include*: Capitalised Coupon, as set out in Item [●](Capitalised Coupon) below.]/[*If Item 16(G)(VIII) below applies include*: Capitalised coupon, as set out in Item 16(G)(VIII) below.]
(ii)	Interest Period End Date(s):	[the Interest Payment Date(s)][*other specify*]
(iii)	Interest Period:	[As set out in Condition 2] / [*Insert "Unadjusted" if the application of the relevant Business Day Convention is not intended to affect the Interest Period*]
(iv)	Linear Interpolation: (Condition 6.3)	[Applicable in respect of the Interest Period: [*specify the relevant Interest Periods*]/[Not Applicable]
(v)	Business Day Convention:	[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted] *(Delete as appropriate)*
(vi)	Specified Period	[Not Applicable] *[OR]* [Each of the following shall be a Specified Period: From (and including) [*date*] to (but excluding) [*date*]; […] and From (and including) [*date*] to (but excluding) [*date*];] *(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")*
(vii)	Additional Business Centre(s):	[•]

(viii)	Manner in which the Rate(s) of Interest is/are to be determined:	[Screen Rate Determination/ISDA Determination] [CMS Rate Determination]
(ix)	Correction Cut-off Time:	[*specify*] / [As per Condition 6.15] / [Not Applicable]
(x)	Party responsible for calculating the Rate(s) of Interest and/or Interest Amount(s) (if not the Calculation Agent):	[•]
(xi)	Structured Spread Rate Coupon:	[Applicable/Not Applicable]
	(*as per paragraph 29 of Section 4 of the Additional Terms and Conditions*)	*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(A) Default Number 1:	[●]
	(B) Default Number 2:	[●]
	(C) Y1:	[●]
	(D) Y2:	[●]
	(E) Z1:	[●]
(xii)	Spread Floating Rate:	[Applicable/Not Applicable]
	(Condition 6.21)	
(xiii)	Last Coupon:	[Applicable/Not Applicable]
	(Condition 6.22)	(*only applicable if Spread Floating Rate is applicable*)
		(*if Last Coupon is Not Applicable deleted the related sub-paragraphs below*)
	• Last Coupon Barrier Value:	[•]
	• Last Coupon Observation Date(s):	[*date*][, [*date*]…. and [*date*]]
	• Last Coupon Payment Date(s):	[*date*][, [*date*]…. and [*date*]]

(xiv) Screen Rate Determination:

[Applicable/Not Applicable]

(*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

- Reference Rate: [•]

if Spread Floating Rate or Structured Spread Rate Coupon is applicable insert the following table:

Reference Rate 1	Reference Rate 2
[•]	[•]

- Provisions specific to SOFR as Reference Rate - SOFR Benchmark (Condition 6.7):

[Not Applicable]

[SOFR Compound with Lookback

Lookback Days: [●] U.S. Government Securities Business Days]

[SOFR Compound with Observation Period Shift

Observation Shift Days: [●] U.S. Government Securities Business Days]

[SOFR Compound with Payment Delay]

[SOFR Index Average

SOFR $\text{Index}_{\text{Start}}$: [●] U.S. Government Securities Business Days preceding the first date of the relevant Interest Period

SOFR $\text{Index}_{\text{End}}$: [●] U.S. Government Securities Business Days preceding the Interest Period End Date relating to the relevant Interest Period

Observation Shift Days: [●] U.S. Government Securities Business Days]

- Provisions specific to SONIA as Reference Rate – SONIA Benchmark (Condition 6.8):

[Not Applicable]

[SONIA Compound with Lookback

Lookback Days: [●] London Banking Days]

[SONIA Compound with Observation Period Shift

Observation Shift Days: [●] London Banking Days]

[SONIA Compound with Payment Delay

[SONIA Rate Cut-Off Date: [●] London Banking Days]]

[SONIA Index Average

Relevant Number: [●]

[Observation Shift Days: [●] London Banking Days]]

- Provisions specific to €STR as Reference Rate – €STR Benchmark (Condition 6.9):

[€STR Compound with Lookback

Lookback Days: [●] T2 Settlement Days]

[€STR Compound with Observation Period Shift

Observation Shift Days: [●] T2 Settlement Days]

[€STR Compound with Payment Delay

[€STR Rate Cut-Off Date: [●] T2 Settlement Days]]

[€STR Index Average

Relevant Number: [●]

[Observation Shift Days: [●] T2 Settlement Days]]

- Provisions specific to SARON as Reference Rate – SARON Benchmark (Condition 6.10):

[SARON Compound with Lookback

Lookback Days: [●] Zurich Banking Days]

[SARON Compound with Observation Period Shift

Observation Shift Days: [●] Zurich Banking Days]

[SARON Compound with Payment Delay

[SARON Rate Cut-Off Date: [●] Zurich Banking Days]]

[SAION Index Average

Relevant Number: [●]

[Observation Shift Days: [●] Zurich Banking Days]]

- Provisions specific to TONA as Reference Rate – TONA

[TONA Compound with Lookback

Lookback Days: [●] Tokyo Banking Days]

Benchmark (Condition 6.11): [TONA Compound with Observation Period Shift

Observation Shift Days: [●] Tokyo Banking Days]

[TONA Compound with Payment Delay

[TONA Rate Cut-Off Date: [●] Tokyo Banking Days]

[TONA Index Average

Relevant Number: [●]

[Observation Shift Days: [●] Tokyo Banking Days]]

- Designated Maturity: [●]/[Not Applicable]
- Interest Determination Date(s): [●]
- Margin: [[+/-][●] per cent. per annum]
- Interest Participation Rate: [●]

- Relevant Screen Page: [•]

if Spread Floating Rate or Structured Spread Rate Coupon is applicable insert the following table:

Reference Rate 1	Reference Rate 2
[•]	[•]

- Relevant Time [•]

if Spread Floating Rate or Structured Spread Rate Coupon is applicable insert the following table:

Reference Rate 1	Reference Rate 2
[•]	[•]

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

(*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

- Floating Rate Option: [•]

  if Spread Floating Rate or Structured Spread Rate Coupon is applicable insert the following table:

Reference Rate 1	Reference Rate 2
[•]	[•]

- Designated Maturity: [•]/[Not Applicable] (*Only applicable where the Floating Rate Option is not an overnight rate*)

  if Spread Floating Rate or Structured Spread Rate Coupon is applicable insert the following table:

Reference Rate 1	Reference Rate 2
[•]	[•]

- Fixing Day: [•]

- Reset Date: [•]

- Overnight Floating Rate Option: [Applicable]/[Not Applicable]

- Index Floating Rate Option: [Applicable]/[Not Applicable]

- Overnight Rate Compounding Method: [Not Applicable] (*Specify as Not Applicable if Averaging applies*)

  [OIS Compounding

  [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

  [Daily Capped Rate: [●]]

  [Daily Floored Rate: [●]]]

  [Compounding with Lookback

[Lookback: [●] Applicable Business Days]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Compounding with Observation Period Shift

Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Compounding with Lockout

[Lockout: [●] Lockout Period Business Days]

[Lockout Period Business Days: [●]/[Applicable Business Days]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Applicable, as per the Floating Rate Matrix (as defined in the ISDA Definitions)]

- Overnight Rate Averaging Method: [Not Applicable] (*Specify as Not Applicable if Compounding applies*)

[Overnight Averaging

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Averaging with Lookback

[Lookback: [●] Applicable Business Days]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Averaging with Observation Period Shift

Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Averaging with Lockout

[Lockout: [●] Lockout Period Business Days]

[Lockout Period Business Days: [●]/[Applicable Business Days]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Applicable, as per the Floating Rate Matrix (as defined in the ISDA Definitions)]

- Index Method: [Not Applicable]

[Standard Index Method]

[Compounded Index Method]

[Compounded Index Method with Observation Period Shift

Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]]

- Payment Delay: [Applicable, with the specified number of days being [●] Business Days]/[Not Applicable]
- 2021 ISDA Definitions Linear Interpolation: [Applicable]/[Not Applicable]
- Unscheduled Holiday: [Applicable]/[Not Applicable]

	• Period End Date/Termination Date adjustment for Unscheduled Holiday:	[Applicable]/[Not Applicable]	
	• Non-Representative:	[Applicable]/[Not Applicable]	
	• Successor Benchmark:	[●] Successor Benchmark Effective Date: [●]	
	• [TEC10 Adjustment:	[Applicable][Not Applicable]] (*Only include where the TEC10 is the underlying*)	
	• If ISDA Determination applies, ISDA Bespoke Fallbacks to apply in priority to other fallbacks in Condition 6.18:	[Yes]/[No]	
(xvi)	CMS Rate Determination:	[Applicable]/[Not Applicable] (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)	
	• CMS Interest Rate:	[Single CMS Rate] [Spread CMS Rate]	
	•	[CMS Reference Rate [1]] (*If CMS Interest Rate is "Spread CMS Rate", insert this column and heading "CMS Reference Rate 1"*)	[CMS Reference Rate 2] (*If CMS Interest Rate is "Spread CMS Rate", insert this column and heading "CMS Reference Rate 2"*)
	• Specified Swap Rate:	[the swap rate/mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate]	[the swap rate/mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate]
	• Reference Currency:	[●]	[●]
	• Designated Maturity:	[●][month[s]/year[s]]	[●][month[s]/year[s]]
	• Relevant Screen Page:	[●]	[●]

•	Relevant Time:	[●]	[●]
•	Interest Determination Date(s):	[Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second T2 Settlement Day prior to the start of each Interest Period]]/[Daily Rate Determination is applicable]	[Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second T2 Settlement Day prior to the start of each Interest Period]]/[Daily Rate Determination is applicable]
•	Fallback Rate Determination:	[Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable] Fallback Screen Page: Applicable - to be applied first/second/third]/[Not Applicable] Mid-Market Quotations: Applicable - to be applied first/second/third]/[Not Applicable] [Reference Banks: [●]]	[Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable] Fallback Screen Page: Applicable - to be applied first/second/third]/[Not Applicable] Mid-Market Quotations: Applicable - to be applied first/second/third]/[Not Applicable] [Reference Banks: [●]]
•	Specified Fixed Leg (for determination of Mid-Market Quotations if specified to be applicable):	[annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg]	[annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg]
•	Fixed Leg Day Count Basis:	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond

		Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]	Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
•	Floating Leg Day Count Basis:	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
•	Floating Leg Rate Option:	[●]	[●]
•	Margin [1]: (*If CMS Interest Rate is "Spread CMS Rate", insert "Margin 1"*)	[●]/[As specified in the Rate Table below]	
•	Margin 2:	[●]/[As specified in the Rate Table below] (*Specify "Margin 2" if CMS Interest Rate is "Spread CMS Rate", otherwise, delete this paragraph*)	
•	Interest Participation Rate [1]: (*If CMS Interest Rate is "Spread CMS Rate", insert "Interest Participation Rate 1"*)	[●]/[As specified in the Rate Table below]	
•	Interest Participation Rate 2:	[●]/[As specified in the Rate Table below] (*Specify "Interest Participation Rate 2" if CMS Interest Rate is "Spread CMS Rate", otherwise delete this paragraph*)	
•	[Rate Table:]	*(add lines in the Rate Table as appropriate)*	

Rate Table				
Interest Payment Dates	**Margin [n°1]**	**[Margin n°2]**	**Interest Participation Rate [1]**	**[Interest Participation Rate 2]**
[●]	[●]	[●]	[●]	[●]

(xvii)	Margin(s):	[[+/-][•] per cent. per annum]/[Not Applicable] (*Not Applicable if CMS Rate Determination is applicable*)
(xviii)	Margin 1:	[[+/-][•] per cent. per annum] / [Not Applicable] (*Not Applicable if CMS Rate Determination is applicable*)
(xix)	Margin 2:	[[+/-][•] per cent. per annum] / [Not Applicable] (*Not Applicable if CMS Rate Determination is applicable*)
(xx)	Minimum Rate of Interest:	[[*specify a positive interest rate*] per cent. per annum / [•] per cent. per annum as per Condition 6.13][16]
(xxi)	Maximum Rate of Interest:	[•] per cent. per annum
(xxii)	Rate Multiplier:	[Not Applicable] [The Rate Multiplier is [•]]
(xxiii)	Rate Multiplier 1:	[Not Applicable] [The Rate Multiplier 1 is [•]]
(xxiv)	Rate Multiplier 2:	[Not Applicable] [The Rate Multiplier 2 is [•]]
(xxv)	Day Count Fraction:	[Actual/Actual; Actual/365 (Fixed); Actual/360; 30/360; 30E/360/Eurobond Basis; 30/360E (ISDA); Actual/Actual (ICMA)]
(xxvi)	Alternative Pre-nominated Reference Rate:	[*specify*][Not Applicable]
(xxvii)	Capitalised Coupon: *(Paragraph 1.8 of Section 8 of the Additional Terms and Conditions)*	[Applicable [-Negative Fixing Allowed] /Not Applicable]

(C) Barrier Notes: [Applicable/Not Applicable]

16 In no event shall the amount of interest payable be less than zero.

(*Paragraph 1.9 of Section 8 of the Additional Terms and Conditions*)

(i) Coupon Lower Barrier Value: [[●] per cent.]

[*OR*]

Interest Determination Date falling on:	**Coupon Lower Barrier Value**
[●]	[[●]/[●]per cent.]

(ii) Coupon Upper Barrier Value: [[●] per cent.]

[*OR*]

Interest Determination Date falling on:	**Coupon Upper Barrier Value**
[●]	[[●]/[●]per cent.]

(iii) Reference Rate: [[●] per cent.]

(iv) Manner in which the Floating Interest Rate(s) is/are to be determined: [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable]

(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for determination of Floating Interest Rate) hereto)

(v) Party responsible for determining the Reference Rate: [●]

(vi) Interest Determination Date(s): [*date*][,[*date*]… and [*date*]]

(vii) Interest will be payable on the Notes if, as of the relevant Interest Determination Date, the Reference Rate is: [[greater than]/[greater than or equal to]/[equal to]/[less than or equal to]/[less than] the Coupon Lower Barrier Value; [and]

[[less than or equal to]/[less than] the Coupon Upper Barrier Value.]

(delete as appropriate)

(D) Inverse Floater Notes: [Applicable/Not Applicable]

(*Paragraph 1.10 of Section 8 of the Additional Terms and Conditions*)

(i) Interest Payment Date(s) subject to the Inverse Floater Note Provisions: [Each [●] day of [*month*], [*month*] (*repeat as required*) of each calendar year from, and

		including [●] to, and including, [●]/[●] (*specify the dates*) ,[each] [, adjusted in accordance with the Business Day Convention specified below]/[, unadjusted]. [*If Item (xi) (Capitalised Coupon) below applies include*: Capitalised Coupon, as set out in Item (xi) (*Capitalised Coupon*) below.]
(ii)	Interest Period End Date(s):	[the Interest Payment Date(s)][*other specify*]
(iii)	Business Day Convention:	[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted] (*deleted as appropriate*)
(iv)	Interest Period(s) subject to the Inverse Floater Note Provisions:	From (and including) the [Interest Commencement Date]/[Interest Period End Date] [falling][expected to fall] [●] to (but excluding) the Interest Period End Date [falling][expected to fall] [●] [(these excepted Interest Period End Date are unadjusted to take into account a Business Day Convention)] (*repeat as required*)
(v)	Additional Business Centre(s):	[●]
(vi)	Fixed Interest Rate:	*(insert drafting Schedule 1 (Additional Provisions for determination of Fixed Interest Rate))*
(vii)	Manner in which the Floating Interest Rate is to be determined:	[Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable] *(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for determination of Floating Interest Rate) hereto)*
(viii)	Leverage	[[+/-][●] %]/[Not Applicable]
(ix)	Cap	[[●]% per annum]/[Not Applicable]
(x)	Floor	[[●]% per annum]/[Not Applicable]
(xi)	Capitalised Coupon:	[Applicable [- Negative Fixing Allowed] /Not Applicable]

(Paragraph 1.8 of Section 8 of the Additional Terms and Conditions)

(E)	**Zero Coupon Note Provisions**	[Applicable/Not Applicable]
(Condition 7)		*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Accrual Yield:	[•] per cent. per annum
(ii)	Reference Price:	[•]
(iii)	Accrued Value Commencement Date:	[Issue Date]/[*if other specify*]
(iv)	Late payment on Zero Coupon Notes:	[Compounded]/[Linear]
(v)	Day Count Fraction:	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1] (*If none is specified, the Day Count Fraction will be 30/360*)
(F)	**Provisions relating to Interest Linked to one or more Underlying(s)**	[Applicable/Not Applicable]
(Condition 8 and Condition 6.10)		*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
I	**Fixed Coupon:**	[Applicable/Not Applicable]
		(If not applicable, delete the remaining sub-paragraphs of this paragraph)
(i)	Coupon Rate:	[•] per cent. *[OR]*

Interest Determination Date	**Coupon Rate**
[*date*]	[•] per cent.
[…]	[…]

[*date*]	[•] per cent.

(ii) Coupon Amount: Coupon Rate × Calculation Amount

(iii) Interest Determination Date(s): [Not Applicable][*date*][, [*date*], …. and [*date*]]

(iv) Interest Payment Date(s): [[*date*][, [*date*], …. and [*date*]]

(v) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(vi) Specified Period: [Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

II Capitalised Fixed Coupon: [Applicable/Not Applicable]

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

(i) Coupon Rate: [•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**

[*date*]	[•] per cent.
[…]	[…]
[*date*]	[•] per cent.

(ii) Coupon Amount: Coupon Rate × Calculation Amount

(iii) Interest Determination Date(s): [Not Applicable][*date*][, [*date*], …. and [*date*]]

(iv) Interest Payment Date(s): Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].

(v) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(vi) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

III Non Memory Barrier Conditional Coupon: [Applicable/Not Applicable]

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

(i) Coupon Amount is payable if the [Value]/[Performance] of the Relevant Underlying as of [the] / [one of the] relevant Interest Determination Date(s) is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value

(*Delete as appropriate*)

(ii) Coupon Rate: [[•] per cent.]/ [Participation Rate × Max [Minimum Rate ; Relevant Underlying Performance]]/ [the relevant Interest Rate determined in accordance with the provisions of Item 16(B) (Floating Rate Note Provisions) above]/ [[(number of [calendar days/Business Days] from the Strike Date) / Y] * [•] per cent]

[OR]

Interest Determination Date	**Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent. or Max [Minimum Rate; Participation Rate * Relevant Underlying Performance]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent. or Max [Minimum Rate; Participation Rate * Relevant Underlying Performance

(iii) Intermediary Reference Value Observation Dates: [Applicable/Not Applicable]

Interest Determination Date	**Intermediary Reference Value Observation Dates**

In respect of the Interest Determination Date falling on [*date*]	Insert relevant dates
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	Insert relevant dates

(iv) Minimum Rate: [Not Applicable]/[[•] per cent.]/[[•] per cent. in respect of the Interest Determination Date falling on [*date*]] [and] [[•] per cent. in respect of the Interest Determination Date falling on [*date*]]/[As specified in Item 16(B) (*Floating Rate Note Provisions*) above]

(v) Participation Rate: [Not Applicable]/ [●] per cent.

(vi) Y: [Not Applicable]/ [●]

(vii) Intermediary Reference Value: [Not Applicable] / [Closing Value] / [Opening Value] / [Intraday Value] / [Average Value] / [Min Value] / [Max Value] / [Floored Min Value] / [Capped Max Value] / [Individually Floored Average Value] / [Individually Capped Average Value] / [Globally Floored Average Value] / [Globally Capped Average Value] / [Reset Value] / [Closing Value with Dividend Adjusted Performance] / [Capped Min Value] / [Floored Max Value]

(viii) Coupon Amount: Coupon Rate × Calculation Amount

(ix) Coupon Barrier Value: [[•] / [•] per cent.] of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value

[OR]

Interest Determination Date	**Coupon Barrier Value** **([***in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant*

	Underlying / as a percentage of the Initial Reference Value])
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(x) Interest Determination Date Date(s): [*date*][, [*date*], …. and [*date*]]

(xi) Additional Non Memory Barrier Conditional Coupon [Applicable] / [Not Applicable]

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

- Additional Coupon Amount is payable if the [Value]/[Performance] of the Relevant Underlying as of [the] / [one of the] relevant Additional Interest Determination Date(s) is: [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the relevant Additional Coupon Barrier Value

(*Delete as appropriate*)

- Additional Coupon Rate: [•] per cent.

[OR]

Additional Interest Determination Date	**Additional Coupon Rate**
In respect of the Additional Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]

In respect of the Additional Interest Determination Date falling on [*date*]	[•] per cent.

- Additional Coupon Amount: Additional Coupon Rate x Calculation Amount
- Additional Coupon Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Additional Interest Determination Date	**Additional Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Additional Interest Determination Date falling on [*date*]	[[•] / [•]%]
[…]	[…]
In respect of the Additional Interest Determination Date falling on [*date*]	[[•] / [•]%]

- Additional Interest Determination Date(s): [*date*][, [*date*],….and [*date*]]

(xii) Bonus Coupon: [Applicable] / [Not Applicable]

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

- Bonus Coupon Amount is payable if the [Value]/[Performance] of the Relevant Underlying as of the relevant Bonus Coupon Interest Determination Date is:

  [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the relevant Bonus Coupon Barrier Value.

  (*Delete as appropriate*)

- Bonus Coupon Barrier Value:

  [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

  [*OR*]

Bonus Coupon Interest Determination Date	**Bonus Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Bonus Coupon Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Bonus Coupon Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

- Bonus Coupon Interest Determination Date(s): [*date*][, [*date*],….and [*date*]]
- Specified Rate:

  [•] per cent.

  [*OR*]

Bonus Coupon Interest	**Specified Rate**

Determination Date	
In respect of the Bonus Coupon Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Bonus Coupon Interest Determination Date falling on [*date*]	[•] per cent.

- Prior Coupon Amount: the sum of [all Coupon Amounts determined for preceding Interest Determination Dates (if any)] [,/and] [all Additional Coupon Amounts, if any, determined for preceding Interest Determination Dates (if any)] [and] [all Fixed Coupon Amounts (if any) which may have been determined in respect of preceding Interest Determination Dates (if any)].

(xiii) Interest Payment Date(s): [*date*][, [*date*], …. and [*date*]]

(xiv) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(xv) Specified Period: [Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

IV Memory Barrier Conditional Coupon: [Applicable/Not Applicable]

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

(i) Coupon Amount is payable if the [Value]/ Performance] of the Relevant Underlying as of the relevant Interest Determination Date is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value

(*Delete as appropriate*)

(ii) Coupon Rate: [•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**
In relation to the Interest Determination Date falling on [*date*]	[•] per cent
[…]	[…]
In relation to the Interest Determination Date falling on [*date*]	[•] per cent

(iii) Coupon Amount: Calculation Amount x (Coupon Rate x NPED) - Prior Coupon Amount

(iv) Coupon Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[*OR*]

Interest Determination Date	**Coupon Barrier Value**

	([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In relation to the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In relation to the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(v) Cumulative Prior Coupon: [Not Applicable] / [Applicable. The Prior Coupon Amount determined in respect of any Interest Determination Date will also include any [Fixed Coupon Amounts] [and] [Non Memory Barrier Conditional Coupon Amounts] determined in respect of preceding Interest Determination Dates.]

(*Delete as appropriate)*

(vi) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(vii) Additional Period End Date(s)(if any): [*date*][, [*date*], …. and [*date*]]

(viii) Interest Payment Date(s): [*date*][, [*date*], …. and [*date*]]

(ix) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(x) Specified Period: [Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

V Participation & Barrier(s) Conditional Coupon: [Applicable/Not Applicable]

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

(i) Coupon Amount is payable if the [Value]/[Performance] of the Relevant Underlying as of the relevant Interest Determination Date is:

(a) [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the First Coupon Barrier Value; or

(b) [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant First Coupon Barrier Value; AND [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the Second Coupon Barrier Value.

(*Delete as appropriate – N.B. (b) is only applicable if (vi) "Second Coupon Barrier Value" is applicable*)

(ii) Coupon Rate:

[•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iii) Coupon Amount:

(a) in respect of conditions set out in paragraph (i)(a) above: Participation Rate × Min (Cap; Max (Coupon Rate; Relevant Underlying Performance)) × Calculation Amount

(b) in respect of conditions set out in paragraph (i)(b) above: Participation Rate × Min (Cap; Max (Coupon Rate Relevant Underlying Performance)) × Calculation Amount

(iv) Cap:

[●]/[Not Applicable]

(v) First Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**First Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vi) Second Coupon Barrier Value:

[Applicable/Not Applicable]

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

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Second Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vii) Participation Rate:

[•] per cent.

[OR]

Interest Determination Date	**Participation Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(viii)	Absolute Performance Value:	[Applicable/Not Applicable]
(ix)	Interest Determination Date(s):	[*date*][, [*date*], …. and [*date*]]
(x)	Interest Payment Date(s):	[*date*][, [*date*], …. and [*date*]]
(xi)	Business Day Convention:	[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted] *(Delete as appropriate)*
(xii)	Specified Period:	[Not Applicable] [Each of the following shall be a Specified Period: From (and including) [*date*] to (but excluding) [*date*]; […] and From (and including) [*date*] to (but excluding) [*date*];] *(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")* *(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)*
VI	**Lock in Non Memory Barrier Conditional Coupon:**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Coupon Amount is payable on a relevant Interest Payment Date if either:	
	(a) The [Value]/ Performance] of the Relevant Underlying as of the immediately preceding Interest Determination Date is:	[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value for such Interest Determination Date. (*Delete as appropriate*)
	OR	

(b) The [Value]/ Performance] of the Relevant Underlying as of any Interest Determination Date (if any) preceding the Interest Determination Date referred to in (a) above is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Lock in Barrier Value for such Interest Determination Date.

(*Delete as appropriate*)

(ii) Coupon Rate: [•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iii) Coupon Amount: Coupon Rate × Calculation Amount

(iv) Coupon Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])

In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(v) Lock in Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Lock in Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vi) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(vii) Interest Payment Date(s): [*date*][, [*date*], …. and [*date*]]

(viii)	Business Day Convention:	[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted] *(Delete as appropriate)*
(ix)	Specified Period:	[Not Applicable] *[OR]* [Each of the following shall be a Specified Period: From (and including) [*date*] to (but excluding) [*date*]; […] and From (and including) [*date*] to (but excluding) [*date*];] *(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")* *(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)*
VII	**Lock in Memory Barrier Conditional Coupon:**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Coupon Amount is payable on a relevant Interest Payment Date if either:	
	(a) The [Value]/[Performance] of the Relevant Underlying as of the immediately preceding Interest Determination Date is:	[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value for such Interest Determination Date. (*Delete as appropriate*)
	OR	
	(b) The [Value]/[Performance] of the Relevant Underlying as of	[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Lock

any Interest Determination Date (if any) immediately preceding the Interest Determination Date referred to in (a) above is:

in Barrier Value for such Interest Determination Date.

(*Delete as appropriate*)

(ii) Coupon Rate:

[•] per cent.

[*OR*]

Interest Determination Date	**Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iii) Coupon Amount:

Calculation Amount x (Coupon Rate x NPED) - Prior Coupon Amount

(iv) Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination	[[•] / [•] per cent.]

Date falling on [*date*]	
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(v) Lock in Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Lock in Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vi) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(vii) Additional Period End Date(s)(if any): [*date*][, [*date*], …. and [*date*]]

(viii) Interest Payment Date(s): [*date*][, [*date*], …. and [*date*]]

(ix) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day

Convention] / [FRN Convention / Floating Rate Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(x) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

(xi) Cumulative Prior Coupon:

[Not Applicable] / [Applicable. The Prior Coupon Amount determined in respect of any Interest Determination Date will also include any [Fixed Coupon Amounts] [and] [Non Memory Barrier Conditional Coupon Amounts] determined in respect of preceding Interest Determination Dates.]

(*Delete as appropriate*)

VIII Capitalised Non Memory Barrier Conditional Coupon:

[Applicable/Not Applicable]

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

(i) Total Coupon Amount:

As per paragraph 8 of Section 4 of the Additional Terms and Conditions

(ii) Coupon Amount for a Interest Determination Date will be calculated in accordance with the formula in (iv) below if the [Value]/[Performance] of the Relevant Underlying as of the relevant Interest Determination Date is:

[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value.

(*Delete as appropriate*)

(iii) Coupon Rate: [•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iv) Coupon Amount: Coupon Rate x Calculation Amount

(v) Coupon Barrier Value: [[•] / [•] per cent.] / [the relevant Interest Rate determined in accordance with the provisions of Item 16(B) (*Floating Rate Note Provisions*) above]

[OR]

Interest Determination Date	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.

[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.

(vi) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(vii) Interest Payment Date: Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].

(viii) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(ix) Specified Period: [Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

IX Capitalised Memory Barrier Conditional Coupon:

[Applicable/Not Applicable]

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

(i) Total Coupon Amount:

As per paragraph 9 of Section 4 of the Additional Terms and Conditions

(ii) Coupon Amount for an Interest Determination Date will be calculated in accordance with the formula in (iv) below if the [Value]/[Performance] of the Relevant Underlying as of the relevant Interest Determination Date is:

[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value.

(*Delete as appropriate*)

(iii) Coupon Rate:

[•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iv) Coupon Amount:

Calculation Amount x (Coupon Rate x NPED) – Prior Coupon Amount

(v) Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vi) Interest Determination Date(s):

[*date*][, [*date*], …. and [*date*]]

(vii) Additional Period End Date(s)(if any):

[*date*][, [*date*], …. and [*date*]]

(viii) Interest Payment Date(s):

Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].

(ix) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(x) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

(xi) Cumulative Prior Coupon:

[Not Applicable] / [Applicable. The Prior Coupon Amount determined in respect of any Interest Determination Date will also include any [Fixed Coupon Amounts] [and] [Non Memory Barrier Conditional Coupon Amounts] determined in respect of preceding Interest Determination Dates.]

(*Delete as appropriate*)

X Capitalised Participation & Barrier Conditional Coupon:

[Applicable/Not Applicable]

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

(i) Total Coupon Amount:

As per paragraph 10 of Section 4 of the Additional Terms and Conditions

(ii) Coupon Amount for an Interest Determination Date will be calculated in accordance with the formula (iv) below if the [Value]/[Performance] of the Relevant Underlying as of the relevant Interest Determination Date is:

[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value,

(*Delete as appropriate*)

(iii) Coupon Rate:

[•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iv) Coupon Amount:

Coupon Amount will be calculated in accordance with the following formula: [Max (Coupon Rate; Relevant Underlying Performance) x Calculation Amount]

(v) Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of*]

	the Relevant Underlying / as a percentage of the Initial Reference Value])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vi) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(vii) Interest Payment Date(s):

Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].

(viii) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(ix) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XI Capitalised Lock in Non Memory Barrier Conditional Coupon: [Applicable/Not Applicable]

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

(i) Total Coupon Amount: As per paragraph 11 of Section 4 of the Additional Terms and Conditions

(ii) Coupon Amount condition:

Coupon Amount for an Interest Determination will be calculated in accordance with the formula in (iv) below if either:

(a) The [Value]/[Performance] of the Relevant Underlying as of the immediately preceding Interest Determination Date is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value for such Interest Determination Date.

(*Delete as appropriate*)

OR

(b) The [Value]/[Relevant Underlying Performance] as of any Interest Determination Date (if any) immediately preceding the Interest Determination Date referred to in (a) above is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Lock in Barrier Value for such Interest Determination Date.

(*Delete as appropriate*)

(iii) Coupon Rate: [•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iv) Coupon Amount: Coupon Rate x Calculation Amount

(v) Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vi) Lock in Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Lock in Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vii) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(viii) Interest Payment Date(s):

Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].

(ix) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day

		Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted] *(Delete as appropriate)*
(x)	Specified Period:	[Not Applicable] *[OR]* [Each of the following shall be a Specified Period: From (and including) [*date*] to (but excluding) [*date*]; […] and From (and including) [*date*] to (but excluding) [*date*];] *(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")* *(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)*
XII	**Capitalised Lock in Memory Barrier Conditional Coupon:**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Total Coupon Amount:	As per paragraph 12 of Section 4 of the Additional Terms and Conditions
(ii)	Coupon Amount condition	
Coupon Amount for an Interest Determination Date will be calculated in accordance with the formula in (iv) below if either:		
	(a) The [Value]/ Performance] of the Relevant Underlying as of the immediately preceding Interest Determination Date is:	[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value for such Interest Determination Date. (*Delete as appropriate*)
	OR	

(b) The [Value]/[Performance] of the Relevant Underlying as of any Interest Determination Date (if any) immediately preceding the Interest Determination Date referred to in (a) above is:

[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Lock in Barrier Value for such Interest Determination Date.

(*Delete as appropriate*)

(iii) Coupon Rate:

[•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iv) Coupon Amount:

Calculation Amount x (Coupon Rate x NPED) – Prior Coupon Amount

(v) Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])

In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vi) Lock in Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date	**Lock in Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vii) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(viii) Additional Period End Date(s)(if any): [*date*][, [*date*], …. and [*date*]]

(ix) Interest Payment Date(s): Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption

Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].

(x) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(xi) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

(xii) Cumulative Prior Coupon:

[Not Applicable] / [Applicable. The Prior Coupon Amount determined in respect of any Interest Determination Date will also include any [Fixed Coupon Amounts] [and] [Non Memory Barrier Conditional Coupon Amounts] determined in respect of preceding Interest Determination Dates.]

(*Delete as appropriate*)

XIII Basic Participation Coupon:

[Applicable/Not Applicable]

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

(i) Participation Rate:

[•] per cent.

[OR]

Interest Determination Date	**Participation Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(ii) Coupon Amount:

Participation Rate *x* Min (Cap; Max [0; Relevant Underlying Performance]) *x* Calculation Amount

(iii) Cap:

[●]/[Not Applicable]

(iv) Interest Determination Date(s):

[*date*][, [*date*], …. and [*date*]]

(v) Interest Payment Date(s):

[*date*][, [*date*], …. and [*date*]]

(vi) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(vii) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XIV Locked Participation Coupon:

[Applicable/Not Applicable]

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

(i) Participation Rate:

[•] per cent.

[OR]

Interest Determination Date	**Participation Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(ii) Coupon Amount:

Participation Rate *x* Min (Cap; Max [0; Relevant Underlying Performance]) x Calculation Amount – Prior Coupon Amount

(iii) Cap: [●]/[Not Applicable]

(iv) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(v) Interest Payment Date(s): [*date*][, [*date*], …. and [*date*]]

(vi) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / [No Adjustment / Unadjusted]

(Delete as appropriate)

(vii) Specified Period: [Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XV Capitalised Basic Participation Coupon: [Applicable/Not Applicable]

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

(i) Total Coupon Amount: As per paragraph 15 of Section 4 of the Additional Terms and Conditions

(ii) Participation Rate: [•] per cent.

[OR]

Interest Determination Date	**Participation Rate**

In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iii) Coupon Amount: Participation Rate *x* Min (Cap; Max [0; Relevant Underlying Performance]) *x* Calculation Amount

(iv) Cap: [●]/[Not Applicable]

(v) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(vi) Interest Payment Date(s): Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].

(vii) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(viii) Specified Period: [Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XVI Capitalised Locked Participation Coupon: [Applicable/Not Applicable]

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

(i) Total Coupon Amount: As per paragraph 16 of Section 4 of the Additional Terms and Conditions

(ii) Participation Rate: [•] per cent.

[OR]

Interest Determination Date	**Participation Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iii) Coupon Amount: Participation Rate x Min (Cap; Max [0; Relevant Underlying Performance]) x Calculation Amount – Prior Coupon Amount]

(iv) Cap:

[●]/[Not Applicable]

(v) Interest Determination Date(s):

[*date*][, [*date*], …. and [*date*]]

(vi) Interest Payment Date(s):

Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].

(vii) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(viii) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XVII Cumulative Participation Inflation Coupon: [Applicable/Not Applicable]

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

(Only specify as applicable for Notes are Inflation-Linked Interest Notes.)

(i) Coupon Amount: Calculation Amount x Participation Rate x Min (Cap; Max [0; Multiplier x Relevant Underlying Performance]) – Adjustment

(ii) Cap: [●]/[Not Applicable]

(iii) Participation Rate: [•] per cent.

(iv) Multiplier: [•] per cent.

(v) Adjustment: [•] per cent.

(vi) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(vii) Interest Payment Date(s): Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].

(viii) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(ix) Specified Period: [Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XVIII Range Accrual Coupon: [Applicable. The Notes are [Floored]/[Capped]/[Collared] Range Accrual Notes]/[Not Applicable]

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

(i) Coupon Amount: Calculation Amount × Coupon Rate × [Number of Observation Days (Accrual Condition Satisfied) / Total Number of Observations Days] × Day Count Fraction

(ii) Coupon Rate: [[●]%]/[Fixed Interest Rate]/[Floating Interest Rate]

[OR]

Interest Period	**Coupon Rate**
From (and including) the [Interest Commencement Date]/[Interest Period End Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Period End Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Period End Dates not being adjusted for	[[●]%]/[Fixed Interest Rate]/[Floating Interest Rate] *(repeat as required)*

	any Business Day Convention)] *(repeat as required)*	

	• Fixed Interest Rate:	In respect of the Interest Period ending on [and including]/[but excluding] [●], [●] per cent. per annum]/[Not Applicable] *(if Fixed Interest Rate is applicable, insert drafting Schedule 1 (Additional Provisions for determination of Fixed Interest Rate))* *(repeat as required)*
	• Manner in which the Floating Interest Rate is to be determined:	In respect of the Interest Period ending on [and including]/[but excluding] [●], [Screen Rate Determination]/[ISDA Determination] [CMS Rate Determination]/[Not Applicable] *(if any of Screen Rate Determination, ISDA Determination or CMS Rate Determination is applicable, insert drafting Schedule 2 (Additional Provisions for determination of Floating Interest Rate) hereto)* *(repeat as required)*
(iii)	Interest Payment Date(s) on which the relevant Range Accrual Coupon Notes Provisions are applicable:	[Each of the [●] day of [*month*], [*month*] *(repeat as required)* in each calendar year from (and including) [●] to (and including) [●]/[●] *(specify dates)* [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted] [*If Item (xxvi) (Capitalised Coupon) below applies include*: Capitalised Coupon, as set out in Item (xxvi) (Capitalised Coupon) below: Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].]
(iv)	Interest Period End Date(s):	[the Interest Payment Date(s)][*other specify*]

(v)	Business Day Convention:	[Following Business Day Convention]/[Modified Following Business Day Convention]/[Modified Business Day Convention]/ [Preceding Business Day Convention]/ [FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]/ [No Adjustment]/[Unadjusted] *(delete as appropriate)*
(vi)	Interest Period(s) on which the relevant Range Accrual Coupon Notes Provisions are applicable:	From (and including) the [Interest Commencement Date]/[Interest Period End Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Period End Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Period End Dates not being adjusted for any Business Day Convention)] *(repeat as required)*
(vii)	Additional Business Centre(s):	[●]
(viii)	Accrual Condition:	[Single Barrier Range Accrual is applicable: Accrual Reference Observation [greater than]/[greater than or equal to]/[equal to]/[less than or equal to]/[less than] the Coupon Barrier Value] [*OR*] [Dual Barrier Range Accrual is applicable: Accrual Reference Observation [greater than]/[greater than or equal to] the Lower Barrier Value and [less than]/[less than or equal to] the Upper Barrier Value] [*OR*] [Accrual Reference Observation [greater than]/[greater than or equal to] the Lower Barrier Value and [less than]/[less than or equal to] the Upper Barrier Value]
(ix)	Coupon Barrier Value:	[Not Applicable]/[●] per cent. [*OR*]

Accrual Observation Day falling on:	**Coupon Barrier Value**

	([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
[●] *(repeat as required)*	[●]/[●] per cent. *(repeat as required)*

(x) Lower Barrier Value: [Not Applicable]/[●] per cent.

[*OR*]

Accrual Observation Day falling on:	**Lower Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
[●] *(repeat as required)*	[Not Applicable]/ [●]/[●] per cent. *(repeat as required)*

(xi) Upper Barrier Value: [Not Applicable]/[●] per cent.

[*OR*]

Accrual Observation Day falling on:	**Upper Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
[●] *(repeat as required)*	[Not Applicable]/ [●]/[●] per cent. *(repeat as required)*

(xii)	Non-Zero Variation:	[Applicable – [Non-Zero Variation - Upper Barrier Value]/[Non-Zero Variation - Lower Barrier Value]/[Non-Zero Variation – Upper and Lower Barrier Value]] /Not Applicable] (*Select as appropriate*)
(xiii)	Non-Zero Variation Coupon Rate:	[Not Applicable] [Non-Zero Variation Coupon Rate – Upper Barrier Value: [●] per cent.] [Non-Zero Variation Coupon Rate – Lower Barrier Value: [●] per cent.] (*Select as appropriate. For the avoidance of doubt, different Non-Zero Variation Coupon Rated may be specified for different Interest Determination Dates)*
(xiv)	Accrual Observation Day:	[calendar day]/[Accrual Business Day][Scheduled Trading Day]
(xv)	Accrual Business Day Centre(s):	[●]/[Not Applicable] (*specify if Accrual Business Day is specified as applicable to the Accrual Observation Day is specified as, otherwise "Not Applicable"*)
(xvi)	Accrual Period:	[Each Interest Period]/ [In respect of each Scheduled Interest Period End Date, the period commencing on (and including) the Accrual Period Start Date falling immediately prior to such Scheduled Interest Period End Date and ending on (but excluding) the Accrual Period End Date on which such Scheduled Interest Period End Date falls]
	• Accrual Period Start Date:	[Interest Commencement Date] [and] [each Scheduled Interest Period End Date other than any Scheduled Interest Period End Date falling on the Scheduled Maturity Date/each Interest Period End Date other than any Interest Period End Date falling on the Maturity Date]/[●]/[Not Applicable]
	• Accrual Period End Date:	[in respect of each Accrual Period Start Date, the Scheduled Interest Period End Date immediately following such Accrual Period Start Date]/[in respect of each Accrual Period Start Date, the Interest Period End Date

		immediately following such Accrual Period Start Date]/[●]/[Not Applicable]
	[– Scheduled Interest Period End Date(s):]	[●] (*delete if Not Applicable*)
	[– Scheduled Maturity Date:]	[●] *(delete if Not Applicable)*
(xvii)	Accrual Reference Observation:	[single Relevant Underlying] [sum of Relevant Underlying 1 plus Relevant Underlying 2] [difference between Relevant Underlying 1 minus Relevant Underlying 2]
(xviii)	Relevant Underlying 1:	[Not Applicable]/[*specify the Relevant Underlying*] as further described in Section 14 (*Provisions Relating to the Relevant Underlying(s)*) above]
(xix)	Relevant Underlying 2:	[Not Applicable]/[*specify the Relevant Underlying*] as further described in Section 14 (*Provisions Relating to the Relevant Underlying(s)*) above]
(xx)	Rate Cut-Off Date:	[Not Applicable][Default Rate Cut-Off Date]/[Specified Rate Cut-Off Date: [*insert number*] [Accrual Business Days/calendar days] falling prior to the Accrual Period End Date for each Accrual Period]
(xxi)	Minimum Rate of Interest:	[[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Noteholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]] *(specify if Notes are Floored Range Accrual Notes or Collared Range Accrual Notes, otherwise specify "Not Applicable")*
(xxii)	Maximum Rate of Interest:	[[Not Applicable]/[●] per cent. per annum]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Noteholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]]

		(specify if Notes are Capped Range Accrual Notes or Collared Range Accrual Notes, otherwise specify "Not Applicable")
(xxiii)	Day Count Fraction:	[Not Applicable]/[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
(xxiv)	Party responsible for calculating the Rate(s) of Interest and/or Coupon Amount(s):	[●]/[Calculation Agent]
(xxv)	Cap:	[[●]% / [●] per cent. per annum]/[Not Applicable]
(xxvi)	Floor:	[[●]% / [●] per cent. per annum]/[Not Applicable]
(xxvii)	Capitalised Coupon:	[Applicable [- Negative Fixing Allowed] /Not Applicable]

XIX	**IRR Coupon**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Coupon Amount:	Min (Cap; Max [Floor; Max [0; [Relevant Underlying Performance + 1)^1/I–1]]]) × Calculation Amount
(ii)	Cap:	[●]/[Not Applicable]
(iii)	Floor:	[●]
(iv)	I:	[●]
(v)	Interest Determination Date(s):	[*date*][, [*date*], …. and [*date*]]
(vi)	Interest Payment Date(s):	[*date*][, [*date*], …. and [*date*]]
(vii)	Business Day Convention:	[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted] *(Delete as appropriate)*
(viii)	Specified Period:	[Not Applicable] *[OR]* [Each of the following shall be a Specified Period: From (and including) [*date*] to (but excluding) [*date*]; […] and From (and including) [*date*] to (but excluding) [*date*];] *(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")* *(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)*
XX	**Locked IRR Coupon**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Coupon Amount:	

		Min (Cap; Max [Floor; Max [0; [Relevant Underlying Performance + 1)^1/I–1]]]) × Calculation Amount] [OR If, on any Interest Determination Date, all interest to be paid as from such Interest Determination Date is greater than or equal to the Cap: Calculation Amount * Cap]
(ii)	Cap:	[●]/[Not Applicable]
(iii)	Floor:	[●]
(iv)	I:	[●]
(v)	Interest Determination Date(s):	[*date*][, [*date*], …. and [*date*]]
(vi)	Interest Payment Date(s):	[*date*][, [*date*], …. and [*date*]]
(vii)	Business Day Convention:	[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted] *(Delete as appropriate)*
(viii)	Specified Period:	[Not Applicable] *[OR]* [Each of the following shall be a Specified Period: From (and including) [*date*] to (but excluding) [*date*]; […] and From (and including) [*date*] to (but excluding) [*date*];] *(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")* *(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)*
XXI	**Level Conditional Coupon**	[Applicable/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Coupon Amount is payable on a relevant Interest Payment Date if the [Value]/[Performance] of the Relevant Underlying as of the immediately preceding Interest Determination Date is:

greater than the Level as of the relevant Interest Determination Date.

(ii) Coupon Amount:

(Relevant Underlying Performance - Level) × Calculation Amount

(iii) Level:

[●]

OR

Interest Determination Date	**Level**
In respect of the Interest Determination Date falling on [*date*]	[•]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•]

(iv) Interest Determination Date(s):

[*date*][, [*date*], …. and [*date*]]

(v) Interest Payment Date(s):

[*date*][, [*date*], …. and [*date*]]

(vi) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]
(Delete as appropriate)

(vii) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XXII Memory or Non Memory Double Barrier Conditional Coupon – Option 1:

[Applicable/Not Applicable]

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

(i) Non Memory effect:

[Applicable/Not Applicable]

(ii) Memory effect:

[Applicable/Not Applicable]

(iii) Second Barrier:

[Applicable/Not Applicable]

(iv) Restructuring Barrier:

[Applicable/Not Applicable]

(v) Coupon Amount is payable if the [Value]/[Performance] of the Relevant Underlying is:

(a) with respect to the First Interest Payment Date, as of the First Interest Determination Date, equal or greater than the First Coupon Barrier Value and, if "Second Barrier" is "Applicable", also less than the Second Coupon Barrier Value;

or

(b) with respect to each Interest Payment Date (excluding the First Interest Payment Date), (i) only if "Restructuring Barrier" is "Applicable", as of each Restructuring Observation Date preceding the relevant Interest Determination Date, equal or greater than the Restructuring Barrier Value and/or (ii) as of the relevant Interest Determination Date, greater than or equal to the First Coupon Barrier Value and, if "Second Barrier" is "Applicable", also less than the Second Coupon Barrier Value;

or

(c) with respect to each Interest Payment Date (i) only if "Restructuring Barrier" is "Applicable" (excluding the First Interest Payment Date), as of any Restructuring Observation Date preceding the relevant Interest Determination Date less than the Restructuring Barrier Value and/or (ii) as of the relevant Interest Determination Date, greater than or equal to the Second Coupon Barrier Value.

(vi)	Coupon Amount:	
	- in respect of conditions set out in paragraphs (v) (a) and (b) above:	[First Coupon Rate × Calculation Amount](*to be included if "Non Memory effect" is "Applicable"*) [Calculation Amount x (First Coupon Rate x NPED) – Prior Coupon Amount](*to be included if "Memory effect" is "Applicable"*)
	- in respect of conditions set out in paragraph (v) (c) above:	Second Coupon Rate × Calculation Amount
(vii)	Capitalised:	[Applicable]/[Not Applicable]
(viii)	Interest Determination Date(s):	[*date*][, [*date*]…and [*date*]]
(ix)	First Interest Determination Date:	[*date*]
(x)	Additional Period End Date(s) (if any):	[*date*][, [*date*]…and [*date*]]/[Not Applicable]
(xi)	Cumulative Prior Coupon:	[Not Applicable]/[Applicable. The Prior Coupon Amount determined in respect of any Interest Determination Date will also include any [Fixed Coupon Amounts] [and] [Non Memory Barrier Conditional Coupon Amounts] determined in respect of preceding Interest Determination Dates.]
(xii)	Interest Payment Date(s):	(*Delete as appropriate*) [*date*][, [*date*], …. and [*date*]] [OR] [Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].](*if Capitalised is specified as Applicable*)
(xiii)	First Interest Payment Date:	[*date*]
(xiv)	Restructuring Observation Date(s):	[*date*][, [*date*]…and [*date*]]

(xv) First Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date(s)	**First Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(xvi) Second Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date(s)	**Second Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])

In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(xvii) Restructuring Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Restructuring Observation Date(s)	**Restructuring Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Restructuring Observation Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Restructuring Observation Date falling on [*date*]	[[•] / [•] per cent.]

(xviii) First Coupon Rate:

[[●]%]

[OR]

Interest Determination Date(s)	**First Coupon Rate**
In respect of the Interest	[•] per cent.

Determination Date falling on [*date*]	
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(xix) Second Coupon Rate: [[●]%]

[OR]

Interest Determination Date(s)	**Second Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

XXIII Non Memory Double Barrier Conditional Coupon – Option 2: [Applicable/Not Applicable]

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

(i) Coupon Amount is payable if the [Value]/[Performance] of the Relevant Underlying is:

(a) with respect to the First Interest Payment Date, as of the First Interest Determination Date, greater than or equal to the First Coupon Barrier Value;

or

(b) with respect to each Interest Payment Date thereafter, as of each Restructuring Observation Date until the relevant Interest Determination Date (included), equal or greater than the Restructuring Barrier Value and, as of the relevant Interest Determination Date, greater than or equal to the First Coupon Barrier Value;

or

(c) with respect to the First Interest Payment Date, the performance of the Relevant Underlying as of the First Interest

		Determination Date (such date also being a Restructuring Observation Date for the purposes of the Restructuring Barrier Value), less than the Restructuring Barrier Value and greater than or equal to the Second Coupon Barrier Value; or (d) with respect to each Interest Payment Date thereafter, the performance of the Relevant Underlying, as of any Restructuring Observation Date until the relevant Interest Determination Date (included), less than the Restructuring Barrier Value and, as of the relevant Interest Determination Date, greater than or equal to the Second Coupon Barrier Value.
(ii)	Coupon Amount: - in respect of conditions set out in paragraphs (i) (a) and (b) above: - in respect of conditions set out in paragraphs (i) (c) and (d) above:	 First Coupon Rate × Calculation Amount Second Coupon Rate × Calculation Amount
(iii)	Capitalised:	[Applicable]/[Not Applicable]
(iv)	Interest Determination Date(s):	[*date*][, [*date*]…and [*date*]]
(v)	First Interest Determination Date:	[*date*]
(vi)	Interest Payment Date(s):	[*date*][, [*date*], …. and [*date*]] [OR] [Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].] (*if Capitalised is specified as Applicable*)
(vii)	First Interest Payment Date:	[*date*]
(viii)	Restructuring Observation Date(s):	[*date*][, [*date*]…and [*date*]]
(ix)	First Coupon Barrier Value:	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date(s)	**First Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(x) Second Coupon Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date(s)	**Second Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(xi) Restructuring Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Restructuring Observation Date(s)	**Restructuring Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Restructuring Observation Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Restructuring Observation Date falling on [*date*]	[[•] / [•] per cent.]

(xii) First Coupon Rate:

[[●]%]

[OR]

Interest Determination Date(s)	**First Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]

In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(xiii) Second Coupon Rate: [[●]%]

[OR]

Interest Determination Date(s)	**Second Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

XXIV Non Memory Double Barrier Conditional Coupon – Option 3: [Applicable/Not Applicable]

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

(i) Coupon Amount is payable on the relevant Interest Payment Date, if the [Value]/[Performance] of the Relevant Underlying is:

(a) as of the relevant Interest Determination Date, greater than or equal to the First Coupon Barrier Value;

or

(b) during the Basis Period from, and including, (x) the Strike Date until to, but excluding, the First Interest Determination Date (with respect to the First Interest Determination Date) or (y) the Interest Determination Date immediately preceding the relevant Interest Determination Date until to, but excluding, the relevant Interest Determination Date (with respect to any Interest Determination Date other than the First Interest Determination Date), equal or greater than to the relevant value specified as the Second Coupon Barrier Value.

(ii) Coupon Amount: Coupon Rate × Calculation Amount

(iii) Capitalised: [Applicable]/[Not Applicable]

(iv) Interest Determination Date(s): [*date*][, [*date*]…and [*date*]]

(v) First Interest Determination Date: [*date*]

(vi) Interest Payment Date(s): [*date*][, [*date*], …. and [*date*]]

[OR]

[Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant to Condition 16.2 (Tax Redemption)].](*if Capitalised is specified as Applicable*)

(vii) Basis Period: [daily]/[weekly]/[monthly]/[quarterly]

(viii) First Coupon Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date(s)	**First Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]

In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(ix) Second Coupon Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date(s)	**Second Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(x) Coupon Rate: [[●]%]

[OR]

Interest Determination Date(s)	**First Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

XXV Conditional Coupon – Barrier or Surperformance: [Applicable/Not Applicable]

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

(i) Coupon Amount is payable on the relevant Interest Payment Date, if the [Value]/[Performance] of the Relevant Underlying is:

(a) [greater than] / [greater than or equal to] (*delete as applicable*) the Coupon Barrier Value; or

(b) less than the Coupon Barrier Value but [greater than] / [greater than or equal to] (*delete as applicable*) the Relevant Compared Underlying Performance.

(ii) Coupon Amount:

- in respect of condition set out in paragraph (a) above: First Coupon Rate × Calculation Amount

- in respect of conditions set out in paragraph (b) above: Second Coupon Rate × Calculation Amount

(iii) Capitalised: [Applicable]/[Not Applicable]

(iv) Interest Determination Date(s): [*date*][, [*date*]…and [*date*]]

(v) Interest Payment Date(s): [*date*][, [*date*], …. and [*date*]]

[OR]

[Redemption Date, being the Maturity Date [and [(i)] [if an Automatic Early Redemption Event occurs, the relevant Automatic Early Redemption Date][,/ or] [(i)/(ii)] [if the Call Option is exercised, the Optional Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)] [if a Model-based Redemption occurs the relevant Model-based Redemption Date (Call)] [,/ or] [(i)/(ii)/(iii)/(iv)] [if the Put Option is exercised, the Optional Redemption Date (Put)] [or] [(ii)/(iii)/(iv)/(v)] [the date on which the Notes are redeemed early pursuant

to Condition 16.2 (Tax Redemption)].](*if Capitalised is specified as Applicable*)

(vi) Coupon Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Interest Determination Date(s)	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(vii) First Coupon Rate: [[●]%]

[OR]

Interest Determination Date(s)	**First Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(viii) Second Coupon Rate: [[●]%]

[OR]

Interest Determination Date(s)	**Second Coupon Rate**
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

XXVI Coupon with Reserve: [Applicable/Not Applicable]

(If not applicable, delete sub-paragraphs below from this paragraph)

(i) Coupon Rate: *Min (Cap; Relevant Underlying Performance + Prior Reserve)*

(ii) Coupon Amount: Coupon Rate x Calculation Amount

(iii) Cap: [•] %

(iv) Reserve Cap: [•] %

(v) Initial Reserve: [•] %

(vi) Interest Determination Date(s): [*date*][, [*date*]…. and [*date*]]

(vii) Interest Payment Date(s): [*date*][, [*date*]…. and [*date*]]

(viii) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(ix) Specified Period: [Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: if Notes are not Floating Rate Notes or Inflation-Linked Notes, verify whether the FRN shall apply).

XXVII Budget Barrier Conditional Coupon: [Applicable/Not Applicable]

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

(i) Coupon Amount is payable if

(a) The [Value]/[Performance] of the Relevant Underlying as of the first Interest Determination Date is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value

(*Delete as appropriate*)

OR

(b) the Sum of Performance as of any of the subsequent Interest Determination Dates is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value

(*Delete as appropriate*)

(ii) Coupon Rate:

[•] per cent.

[OR]

Interest Determination Date	**Coupon Rate**
In relation to the Interest Determination Date falling on [*date*]	[•] per cent
[…]	[…]
In relation to the Interest	[•] per cent

Determination Date falling on [*date*]	

(iii) Coupon Amount: Calculation Amount x (Coupon Rate x NPED)

(iv) Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[*OR*]

Interest Determination Date	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In relation to the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In relation to the Interest Determination Date falling on [*date*]	[•] per cent.

(v) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(vi) Additional Period End Date(s)(if any): [*date*][, [*date*], …. and [*date*]]

(vii) Interest Payment Date(s):

[*date*][, [*date*], …. and [*date*]]

(viii) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(ix) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XXVIII Modified Locked IRR Coupon

[Applicable/Not Applicable]

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

(i) Coupon Amount is payable on the relevant Interest Payment Date, if:

(a) Perf IRR as of the Interest Determination Date immediately preceding the Interest Payment Date is [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the Lock in Barrier Value

OR

(b) Perf IRR as of any Interest Determination Date preceding the Interest Determination Date is [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the Lock in Barrier Value.

(ii) Coupon Amount:

(A) in respect of condition set out in paragraph (i)(a) above: Max [0; [Relevant Underlying Performance + 1)^1/I–1]]]) × Calculation Amount

(B) in respect of condition set out in paragraph (i)(b) above: Coupon Rate × Calculation Amount

(iii) Coupon Rate: [●]%

[OR]

Interest Determination Date	**Coupon Rate**
In relation to the Interest Determination Date falling on [*date*]	[•] per cent
[…]	[…]
In relation to the Interest Determination Date falling on [*date*]	[•] per cent

(iv) Lock in Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[*OR*]

Interest Determination Date	**Lock in Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In relation to the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]

In relation to the Interest Determination Date falling on [*date*]	[•] per cent.

(v) Interest Determination Date(s): [*date*][, [*date*], …. and [*date*]]

(vi) Interest Payment Date(s): [*date*][, [*date*], …. and [*date*]]

(vii) Business Day Convention: [Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(viii) Specified Period: [Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XXIX Booster Participation Coupon:

[Applicable/Not Applicable]

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

(i) Participation Rate:

[•] per cent.

[OR]

Interest Determination Date	Participation Rate
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(ii) Downside Gearing:

[•] per cent.

[OR]

Interest Determination Date	Downside Gearing
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.
[…]	[…]
In respect of the Interest Determination Date falling on [*date*]	[•] per cent.

(iii) Coupon Amount:

Calculation Amount x (Final Upside Amount - the Final Downside Amount)

(iv) Interest Determination Date(s):

[*date*][, [*date*], …. and [*date*]]

(v) Interest Payment Date(s):

[*date*][, [*date*], …. and [*date*]]

(vi) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating

Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(vii) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XXX Cappuccino Coupon:

[Applicable/Not Applicable]

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

(Only applicable if the Relevant Underlying is a Basket and "Basket Components Individual Valuation" is specified as applicable)

(i) Coupon Amount:

$$Calculation\ Amount \times Max\left[Minimum\ Rate\ ; [\sum_{i=1}^{p}\frac{1}{p}(Performance\ Rate)]\right.$$

(ii) Minimum Rate:

[•] per cent.

[OR]

Interest Determination Date	**Minimum Rate**
In relation to the Interest Determination Date falling on [*date*]	[•] per cent

[…]	[…]
In relation to the Interest Determination Date falling on [*date*]	[•] per cent

(iii) If in respect of any Interest Determination Date and a Basket Component$_i$ the [Value]/[Performance] of the Relevant Underlying is:

[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value

(*Delete as appropriate*)

then the applicable Performance Rate for such Basket Component$_i$ will be :

[Min (Cap;] [Max (Floor ;] Relevant Underlying Performance)[)]

(*Delete as appropriate if Cap and/or Floor are not applicable*)

(iv) Cap: [*Specify the relevant Cap for each Basket Component as applicable*]/[Not Applicable]

(v) Floor: [*Specify the Floor for each Basket Component as applicable*]/[Not Applicable]

(vi) Performance Rate in respect of any Interest Determination Date and a Basket Component$_i$ will be the applicable Rebate Percentage if such applicable Relevant Underlying Performance is:

[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] the relevant Coupon Barrier Value

(*Delete as appropriate*)

(vii) Rebate Percentage:

[•] per cent.

[OR]

Interest Determination Date	**Rebate Percentage**
In relation to the Interest Determination Date falling on [*date*]	[•] per cent
[…]	[…]
In relation to the Interest Determination Date falling on [*date*]	[•] per cent

(viii) Coupon Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[*OR*]

Interest Determination Date	**Coupon Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In relation to the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In relation to the Interest Determination Date falling on [*date*]	[[•] / [•] per cent.]

(ix) Interest Determination Date(s):

[*date*][, [*date*], …. and [*date*]]

(x) Interest Payment Date(s):

[*date*][, [*date*], …. and [*date*]]

(xi) Capitalised:

[Applicable]/[Not Applicable]

(xii) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(xiii) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XXXI **Serenity Coupon:**

[Applicable/Not Applicable]

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

(Only applicable if the Relevant Underlying is a Basket and "Basket Components Individual Valuation" is specified as applicable)

(i) Coupon Amount:

$$Calculation\ Amount$$

$$\text{x } Max\left[Minimum\ Rate\ ;\ [\sum_{i=1}^{p}\frac{1}{p}(Performance\ Rate)]\right]$$

(ii) Minimum Rate:

[•] per cent.

[OR]

Interest Determination Date	**Minimum Rate**
In relation to the Interest Determination Date falling on [*date*]	[•] per cent
[…]	[…]
In relation to the Interest Determination Date falling on [*date*]	[•] per cent

(iii) Best Performing Basket Components: For the purposes of determining the Best Performing Basket Components, "J" = [*number*], [*number*]… and [*number*]

(iv) Performance Rate in respect of any Interest Determination Date and a Best the Rebate Percentage:

Performing Basket Component$_i$ will be equal to:

(v) Rebate Percentage:

[•] per cent.

[OR]

Interest Determination Date	**Rebate Percentage**
In relation to the Interest Determination Date falling on [*date*]	[•] per cent
[…]	[…]
In relation to the Interest Determination Date falling on [*date*]	[•] per cent

(vi) Performance Rate in respect of any Interest Determination Date and a Worst Performing Basket Component$_i$ will be equal to:

[Min (Cap;] [Max (Floor;] Relevant Underlying Performance)[)]

(*Delete as appropriate if Cap and/or Floor are not applicable*)

(vii) Cap:

[*Specify the relevant Cap for each Basket Component as applicable*]/[Not Applicable]

(viii) Floor:

[*Specify the Floor for each Basket Component as applicable*]/[Not Applicable]

(ix) Interest Determination Date(s):

[*date*][, [*date*], …. and [*date*]]

(x) Capitalised:

[Applicable]/[Not Applicable]

(xi) Interest Payment Date(s):

[*date*][, [*date*], …. and [*date*]]

(xii) Business Day Convention:

[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [FRN Convention / Floating Rate Convention / Eurodollar Convention] / [No Adjustment / Unadjusted]

(Delete as appropriate)

(xiii) Specified Period:

[Not Applicable]

[OR]

[Each of the following shall be a Specified Period:

From (and including) [*date*] to (but excluding) [*date*];

[…] and

From (and including) [*date*] to (but excluding) [*date*];]

(Note: "Specified Period" should only be specified if FRN Convention is chosen. Otherwise specify "Not Applicable")

(Note: where the Notes are not Floating Rate or Inflation Linked Notes, consider if FRN Convention is appropriate)

XXXII Knock-Out Event

[Not Applicable]

[Applicable – the Coupon Amount will be paid in accordance the provisions of the Interest Term above provided that no Knock-Out Event occurs.]

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

(a) A Knock-Out Event shall occur if the [Value]/[Performance] of the Relevant Underlying as of [each / any] Knock-Out Event Observation Date is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] than the relevant Lower Knock-Out Event Barrier Value on the relevant Knock-Out Event Observation Date; [or]

[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] than the relevant Upper Knock-Out Event Barrier Value on the relevant Knock-Out Event Observation Date.

(b) Knock-Out Event Observation Date(s): [*date*][, [*date*]…. and [*date*]]

(c) Lower Knock-Out Event Barrier Value: [Not Applicable]/ [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Knock-Out Event Observation Date	**Lower Knock-Out Event Barrier Value**

	([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Knock-Out Event Observation Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Knock-Out Event Observation Date falling on [*date*]	[[•] / [•] per cent.]

(d) Upper Knock-Out Event Barrier Value:

[Not Applicable]/[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Knock-Out Event Observation Date	**Upper Knock-Out Event Barrier Value** ([*in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value*])
In respect of the Knock-Out Event Observation Date falling on [*date*]	[[•] / [•] per cent.]
[…]	[…]
In respect of the Knock-Out Event	[[•] / [•] per cent.]

Observation Date falling on [*date*]	

(G) Inflation Linked Coupon:

(*Section 7 of the Additional Terms and Conditions*)

[Applicable : [Linear Inflation Linked Coupon]/[Interpolated Inflation Linked Coupon]]/[Not Applicable]

(*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

(i) Interest Period(s): From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)]

(repeat as required)

(ii) Interest Payment Date(s): [Each of the [●] day of [*month*], [*month*] *(repeat as required)* in each calendar year from (and including) [●] to (and including) [●]]/[[●] *(specify dates)* [, each] [, adjusted in accordance with the Business Day Convention specified below]/[, not adjusted]

(iii) Business Day Convention: [Following Business Day Convention]/

[Modified Following Business Day Convention]/[Modified Business Day Convention]/

[Preceding Business Day Convention]/

[FRN Convention. The Specified Period is from (and including) [●] to (but excluding) [●] *(repeat as required)*]/Floating Rate Convention]/[Eurodollar Convention]/

[No Adjustment]/[Unadjusted]

(delete as appropriate)

(iv) Leverage: [●] per cent.

(v) $CPI_{Initial}$: [●]/[Initial Inflation Index Level]/[Not Applicable]

(*Not Applicable if Interpolated Inflation Linked Coupon is applicable*)

[- Determination Month (Initial): [●] *(specify if Initial Inflation Index Level is applicable)*

(v) Inflation Index(Start): [The DIR Index Level in respect of the Issue Date, as determined by the Determination Agent, being [●]]/[Not Applicable]

(*Not Applicable if Linear Inflation Linked Coupon is applicable*)

(vi) Determination Month:

Determination Month Table		
Interest Payment Date(s)	**Determination Month (n)**	**Determination Month (m)**

[*insert date*] (*repeat as required*)	[*insert calendar month and year*] (*repeat as required*)	[*insert calendar month and year*] (*repeat as required*)

[OR]

[As specified below] *(insert sub-paragraphs below if Determination Month Table not applicable)*

[OR]

– [Not Applicable] *(Not Applicable if Interpolated Inflation Linked Coupon is applicable and delete sub-paragraphs below)*

- Determination Month (m): [In respect of an Interest Period and the Interest Payment Date on which such Interest Period ends, [[●] calendar month[s] [before]/[after]] the month in which such Interest Payment Date [falls]/[is scheduled to fall]

- Determination Month (n): [In respect of each Interest Payment Date and the Interest Period ending on (but excluding) such Interest Payment Date, as specified in the column headed "Determination Month (n)" in paragraph (v) above corresponding to such Interest Payment Date]/

  [In respect of each Interest Period and the Interest Payment Date on which such Interest Period ends (but is not included in such Interest Period), [●] [calendar month][s][before][after] the month in which such Interest Payment Date falls]

(vii) Interest Cap: [●]/[Not Applicable]

(viii) Interest Floor: [●]/[Not Applicable]

(ix) Day Count Fraction: [Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

17. PROVISIONS RELATING TO FINAL REDEMPTION

(A)	**Final Redemption Amount of each Note** (Condition 16)	[[•] per Calculation Amount] [Determined in accordance with the applicable Final Redemption Terms below.]
(B)	**Final Redemption Terms for Notes where redemption is linked to one or more Underlying:** (Condition 16 of Part 1 of the Terms and Conditions and Section 6 of Part 2 of the Additional Terms and Conditions)	[Applicable / Not Applicable] *(if Not Applicable, delete the sub-paragraph below)*
I	**Barrier Redemption ([Principal at Risk]/[Principal Not at Risk]):**	[Applicable/Applicable, subject to the occurrence of a Knock-Out Event/Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Final Redemption Amount will be :	
(a)	if as of the Determination Date:	[the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value : (*If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate as applicable for each Basket Component*) [[●]% per Calculation Amount] [*Calculation Amount ×Min [Cap; 100%+ (Participation Rate × Performance of the Underlying)*]] [*Calculation Amount ×Min [Cap; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [•] %*]]] (*delete as appropriate*)
(b)	In all other cases:	[[●]% per Calculation Amount][an amount below Par,] [calculated in accordance with the following formula: [Calculation Amount ×Max [Floor; (100% + Performance of the Underlying)]]

[Calculation Amount ×Max [Floor; (100% + Performance of the Relevant Basket Component)]]

Performance of the Relevant Basket Component refers to the Performance of ([indicate the name of the relevant Basket Component])]

]/[Physical Settlement applies. Please refer to item XVIII (*Physical Settlement*) below for further details.]

(ii) Determination Date: [*date*]

(iii) Final Redemption Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

(*If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate in the table below as applicable for each Basket Component*)

Basket Component	**Final Redemption Barrier Value**
[●] *(repeat as required)*	[●] / [●] % of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value (*repeat as required*)

(iv) Floor [[●]%]/[Not Applicable, then the Final Redemption amount may be zero.]

(v) Cap: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount]/[Not Applicable]

(vi) Participation Rate: [Not Applicable]/[●] %

(vii) Y: [Not Applicable]/[●]

II Double Barrier Redemption (Principal at Risk): [Applicable/Applicable subject to the occurrence of a Knock-Out Event /Not Applicable]

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

(i) Final Redemption Amount will be:

(a) If at the Determination Date: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2:

(*If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate as applicable for each Basket Component*)

[[●]% per Calculation Amount]

[*Calculation Amount ×Min [Cap; 100%+ (Participation Rate × Performance of the Underlying)*]]

[*Calculation Amount ×Min [Cap; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [•] %*]]]

(*delete as appropriate*)

(b) If at the Determination Date:: [the Value]/[the Performance] of the Relevant Underlying is

(i) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°1:

(ii) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2:

(*If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate as applicable for each Basket Component*)

[[●]% per Calculation Amount]

[*Calculation Amount ×Min [Cap; 100%+ (Participation Rate × Performance of the Underlying)*]]

[*Calculation Amount ×Min [Cap; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [•] %*]]]

(*delete as appropriate*)

(c) In all other cases: [[●]% per Calculation Amount][an amount below Par,] [calculated in accordance with the following formula:

[Calculation Amount ×Max [Floor; 100%+ Performance of the Underlying]]

[Calculation Amount ×Max [Floor: 100%+ (Performance of the Relevant Basket Component)]]

Performance of the Relevant Basket Component refers to the Performance of ([*indicate the name of the relevant Basket Component*])]

(*delete as appropriate*)

]/[Physical Settlement applies. Please refer to item XVIII (*Physical Settlement*) below for further details.]

(ii) Determination Date: [*date*]

(iii) Final Redemption Barrier Value n°1: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

(*If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate in the table below as applicable for each Basket Component*)

Basket Component	**Final Redemption Barrier Value n°1**
[●] *(repeat as required)*	[●] / [●] % of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value *(repeat as required)*

(iv) Final Redemption Barrier Value n°2: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

(*If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate in the table below as applicable for each Basket Component*)

Basket Component	**Final Redemption Barrier Value n°2**
[●] *(repeat as required)*	[●] / [●] % of the Relevant Underlying Performance / [●] per cent. of the Initial Reference Value *(repeat as required)*

(v) Floor: [[●]%]/[Not Applicable, then the Final Redemption amount may be zero.]

(vi) Cap: [●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount]/[Not Applicable]

(vii) Participation Rate: [Not Applicable]/[●] %

(viii) Y: [Not Applicable]/[●]

III Triple Barrier Redemption (Principal at Risk): [Applicable/Applicable subject to the occurrence of a Knock-Out Event /Not Applicable]

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

(i) Final Redemption Amount will be :

(a) If at the Determination Date: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°3 :

(*If the Relevant Underlying is a Basket and Individual Valuation of Basket Components is specified as applicable, indicate as applicable for each Basket Component*)

[[●]% per Calculation Amount]

		[Calculation Amount ×Min [Cap; 100%+ (Participation Rate × Performance of the Underlying)]] [Calculation Amount ×Min [Cap; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [•] %]]] (*delete as appropriate*)
(b)	If at the Determination Date:	[the Value]/[the Performance] of the Relevant Underlying is (i) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°3 and (ii) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2: [[●]% per Calculation Amount] [Calculation Amount ×Min [Cap ; 100%+ (Participation Rate × Performance of the Underlying)]] [Calculation Amount ×Min [Cap ; 100% + [(number of [calendar days/Business Days] from the Strike Date) / Y] * [•] %]]] (*delete as appropriate*)
(c)	100 per cent. per Calculation Amount if Relevant Underlying Performance as of the Determination Date is:	(i) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°1 and (ii) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2: [[●]% per Calculation Amount] (*delete as appropriate*)
(d)	In all other cases:	[an amount below Par,] [calculated in accordance with the following formula:

		Calculation Amount ×Max [Floor; 100%+ Performance of the Underlying)]/[Physical Settlement applies. Please refer to item XVIII (*Physical Settlement*) below for further details.]
(ii)	Determination Date:	[*date*]
(iii)	Final Redemption Barrier Value n°1:	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
(iv)	Final Redemption Barrier Value n°2:	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
(v)	Final Redemption Barrier Value n°3:	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
(vi)	Floor:	[[●]%]/[Not Applicable, then the Final Redemption amount may be zero.]
(vii)	Cap:	[●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount]/[Not Applicable]
(viii)	Participation Rate:	[Not Applicable]/[●] %
(ix)	Y:	[Not Applicable]/[●]

IV	**Geared Barrier Redemption (Principal at Risk)**		[Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Final Redemption Amount:	
	(a)	If Final Reference Value as of the Determination Date is:	[greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Geared Value: 100 per cent. per Calculation Amount
		OR	
	(b)	In all other cases:	An amount [below Par,] calculated in accordance with the following formula :

			Calculation Amount x Max (Floor; (Final Reference Value / Geared Initial Reference Value))
	(ii)	Adjusted Initial Reference Value:	[●]% of the Initial Reference Value
	(iii)	Determination Date:	[*date*]
	(iv)	Floor:	[[●]%]/[Not Applicable, then the Final Redemption amount may be zero.]
V	**Participation Redemption [([Principal at Risk]/[Principal Not at Risk])]**		[Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Final Redemption Amount:	An amount than can be below Par, determined in accordance with the following formula : *Calculation Amount x Min [Cap; Max(Floor; 100% + (Participation Rate x Relevant Underlying Performance)]*
	(ii)	Floor:	[[●]%]/[Not Applicable]
	(iii)	Cap:	[[●]%]/[Not Applicable]
	(iv)	Participation Rate:	[•] per cent.
	(v)	Determination Date:	[*date*]
VI	**Modified Airbag Barrier Redemption (Principal at Risk)**		[Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Final Redemption Amount:	
		(a) If at the Determination Date:	[the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Value n°2: [Calculation Amount ×Min [Cap; 100%+ (Participation Rate × Performance of the Underlying)]]

	(b)	If at the Determination Date:	[the Value]/[the Performance] of the Relevant Underlying is (i) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°1: (ii) [greater than] / [greater than or equal to] / [less than] / [less than or equal to] Final Redemption Barrier Value n°2: (*delete as appropriate*) 100% per Calculation Amount
	(c)	In all other cases:	[An amount below Par,]determined in accordance with the following formula: Calculation Amount x Max [Floor; (100% + (Airbag Rate x (Performance of the Relevant Underlying – Percentage Rate)))]
(ii)	Determination Date:		[*date*]
(iii)	Final Redemption Barrier Value n°1:		[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
(iv)	Final Redemption Barrier Value n°2:		[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
(v)	Airbag Rate:		[•] per cent.
(vi)	Participation Rate:		[•] per cent.
(vii)	Floor:		[[●]%]/[Not Applicable, then the Final Redemption amount may be zero.]
(viii)	Cap:		[●]%, the Final Redemption Amount cannot be greater than [●]% per Calculation Amount]/[Not Applicable]
(ix)	Percentage Rate		[•] per cent.
VII	**Lock in Redemption (Principal at Risk)**		[Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Final Redemption Amount:

(a) If as of any of the Barrier Observation Dates is: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Lock in Barrier Value,

100 per cent. per Calculation Amount.

(b) In all other cases: An amount [below Par,] calculated in accordance with the following formula:

Calculation Amount x Max [Floor; (100% + (Performance of the Relevant Underlying)]

]/[Physical Settlement applies. Please refer to item XVIII (*Physical Settlement*) below for further details.]

(ii) Lock in Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Barrier Observation Date	**Lock in Barrier Value**
In respect of the Barrier Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
[…]	[…]
In respect of the Barrier Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(iii) Barrier Observation Date(s): [*date*][, [*date*]…. and [*date*]]

(iv) Determination Date: [*date*]

VIII Barrier & Lock in Redemption (Principal at Risk)

[Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]

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

(i) Final Redemption Amount:

(a) If as of the Determination Date is:

[the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Value,

100 per cent. per Calculation Amount

OR

(b) If as of any of the Barrier Observation Dates is:

[the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Lock in Barrier Value,

100 per cent. per Calculation Amount

OR

(c) In all other cases:

An amount [below Par,] calculated in accordance with the following formula:

Calculation Amount x Max [Floor; (100% + (Performance of the Relevant Underlying)]

]/[Physical Settlement applies. Please refer to item XVIII (*Physical Settlement*) below for further details.]

(ii) Final Redemption Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(iii) Lock in Barrier Value(s):

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Barrier Observation Date	**Lock in Barrier Value**
In respect of the Barrier	[[•] / [•] per cent. of the Relevant

Observation Date falling on [*date*]	Underlying Performance / [•] per cent. of the Initial Reference Value]
[…]	[…]
In respect of the Barrier Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(iv) Barrier Observation Date(s): [*date*][, [*date*]…. and [*date*]]

(v) Determination Date: [*date*]

IX Airbag Barrier Redemption (Principal at Risk) [Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]

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

(i) Final Redemption Amount:

(a) If as of the Determination Date is: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Value,

100 per cent. per Calculation Amount

OR

(b) In all other cases: An amount [below Par,] calculated in accordance with the following formula:

Calculation Amount x Max (Airbag Rate × (100% + Performance of the Relevant Underlying))

(ii) Determination Date: [*date*]

(iii) Final Redemption Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(iv) Airbag Rate: [•] per cent.

X Airbag Lock in Redemption (Principal at Risk) [Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]

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

(i) Final Redemption Amount:

(a) If as of any of the Barrier Observation Dates is: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Lock in Barrier Value,

100 per cent. per Calculation Amount.

OR

(b) In all other cases: An amount [below Par,] calculated in accordance with the following formula:

Calculation Amount x Max (Airbag Rate × (100% + Performance of the Relevant Underlying))

(ii) Barrier Observation Date(s): [*date*][, [*date*]…. and [*date*]]

(iii) Lock in Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Barrier Observation Date	**Lock in Barrier Value**
In respect of the Barrier Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
[…]	[…]
In respect of the Barrier	[[•] / [•] per cent. of the Relevant

Observation Date falling on [*date*]	Underlying Performance / [•] per cent. of the Initial Reference Value]

(iv) Airbag Rate: [•] per cent.

(v) Determination Date: [*date*]

XI Airbag Barrier & Lock in Redemption (Principal at Risk) [Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]

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

(i) Final Redemption Amount:

(a) If as of the Determination Date: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Value,

100 per cent. per Calculation Amount

OR

(b) If as of any of the Barrier Observation Dates: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Lock in Barrier Value,

100 per cent. per Calculation Amount

OR

(c) In all other cases: An amount [below Par,] calculated in accordance with the following formula:

Calculation Amount x (Airbag Rate × (100% + Performance of the Relevant Underlying))

(ii) Barrier Observation Date(s): [*date*][, [*date*]…. and [*date*]]

(iii) Final Redemption Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(iv) Lock in Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Barrier Observation Date	**Lock in Barrier Value**
In respect of the Barrier Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
[…]	[…]
In respect of the Barrier Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(v) Airbag Rate: [•] per cent.

(vi) Determination Date: [*date*]

XII Participation (Low Barrier) Redemption (Principal at Risk) [Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]

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

(i) Final Redemption Amount:

(a) If as of the Determination Date is: [the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] the Final Redemption Barrier Value,

100 per cent. per Calculation Amount

OR

(b) In all other cases: [An amount below Par,] calculated in accordance with the following formula:

		Calculation Amount x [(100% + (Performance of the Relevant Underlying) + (100% - Percentage Barrier)]
(ii)	Determination Date:	[*date*]
(iii)	Final Redemption Barrier Value:	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
(iv)	Barrier Percentage:	[•] per cent. *(If Final Redemption Barrier Value is a percentage, specify the same percentage as Barrier Percentage. Otherwise specify the percentage calculated by dividing the Final Redemption Barrier Value by the Initial Reference Value)*
XIII	**Redemption linked with the Partial Automatic Early Redemption (Principal at Risk)**	[Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Final Redemption Amount:	
	(a) If as of the Determination Date is:	[the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Upper Final Redemption Barrier Value, [An amount below Par,] calculated in accordance with the following formula: Reduced Calculation Amount x [100% + Percentage Rate]
	OR	
	(b) If as of the Determination Date is:	[the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Value, 100% of the Reduced Calculation Amount

OR

(c) If as of the Determination Date is: [the Value]/[the Performance] of the Relevant Underlying is [less than] / [less than or equal to] the Final Redemption Barrier Value,

[An amount below Par,] calculated in accordance with the following formula:

Reduced Calculation Amount x [100% + Performance of the Relevant Underlying]

(ii) Determination Date: [*date*]

(iii) Final Redemption Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(iv) Percentage Rate: [•] per cent.

(v) Upper Final Redemption Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

XIV Synthetic Dividends Redemption (Principal not at Risk) [Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]

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

(i) Final Redemption Amount:

(a) If as of the Determination Date is:

[the Value]/[the Performance] of the Relevant Underlying is equal or less than zero,

100 per cent. per Calculation Amount.

OR

(b) If as of the Determination Date is: [the Value]/[the Performance] of the Relevant Underlying is more than zero,

an amount greater than Par, calculated in accordance with the following formula:

Calculation Amount ×(100%

+Max [0% ; Relevant Underlying Performance

+1(1 -Performance Rate)^Y-1])*

(ii)	Determination Date:	[*date*]
(iii)	Performance Rate:	[•] per cent.

XV Modified Barrier & Lock in Redemption (Principal at Risk)

[Applicable / Applicable, subject to the occurrence of a Knock-Out Event / Not Applicable]*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i)	Final Redemption Amount:	
(a)	If as of the Determination Date is: OR	[the Value]/[the Performance] of the Relevant Underlying is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Redemption Barrier Value, 100 per cent. per Calculation Amount
(b)	If Perf IRR as of any of the Barrier Observation Dates is: OR	[greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Lock in Barrier Value, 100 per cent. per Calculation Amount
(c)	In all other cases:	An amount [below Par,] calculated in accordance with the following formula: $Calculation\ Amount \times Max[Floor; (100\% + Relevant\ Underlying\ Performance)$]/[Physical Settlement applies. Please refer to item XVIII (*Physical Settlement*) below for further details.]
(ii)	Final Redemption Barrier Value:	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
(iii)	Lock in Barrier Value:	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
(iv)	Barrier Observation Date(s):	[*date*]

(v)	Determination Date:		[*date*]
(vi)	Floor:		[[●]%]/[Not Applicable, then the Final Redemption amount may be zero.]
XVI	**Booster Redemption (Principal at Risk)**		[Applicable / Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i)	Final Redemption Amount	Calculation Amount – Final Downside Amount + Final Upside Amount Calculated in accordance with Paragraph 16 of Section 6 of Part 2 of the Additional Terms and Conditions.
	(ii)	Final Upside Amount	Calculation Amount x Participation Rate x Max(0; Performance of the Relevant Underlying)
	(iii)	Participation Rate:	[•] %
	(iv)	Final Downside Amount Event:	The [Value]/[Relevant Underlying Performance] is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Final Downside Amount Barrier Value.
	(v)	Final Downside Amount Barrier Value:	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
	(vi)	Final Downside Amount:	(a) If a Final Downside Amount Event has occurred: Calculation Amount x Max(0; Performance of the Relevant Underlying) (*being specified that "Put Performance" must be specified as applicable in the applicable Final Terms for the purposes of calculating the Final Downside Amount only)* (b) If no Final Downside Amount Event has occurred, an amount equal to zero.

(vii) Determination Date: [*date*]

XVII Knock-Out Event [Not Applicable]

[Applicable – the Coupon Amount will be paid in accordance the provisions of the Interest Term above provided that no Knock-Out Event has occurred.]

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

(a) Applicable Method: Method [1/2]

(a) Final Redemption Amount if the Knock-Out Event has occurred: [*If Method 1 is applicable:* Calculation Amount x (100% + [Participation Rate x] [(Min(Cap;] Relevant Underlying Performance[])])]

(*Amend formula above if Participation Rate and/or Cap is/are applicable*)

[*If Method 2 is applicable:* Calculation Amount x Redemption Rate

(b) A Knock-Out Event shall occur if the [Value]/[Relevant Underlying Performance] is as of [each / any] Knock-Out Event Observation Date is: [greater than] / [greater than or equal to] / [less than]/ [less than or equal to] than the relevant Lower Knock-Out Event Barrier Value on the relevant Knock-Out Event Observation Date; [or]

[greater than] / [greater than or equal to] / [less than]/ [less than or equal to] than the relevant Upper Knock-Out Event Barrier Value on the relevant Knock-Out Event Observation Date.

(c) Knock-Out Event Observation Date(s): [*date*][, [*date*]…. and [*date*]]

(d) Lower Knock-Out Event Barrier Value: [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Knock-Out Event Observation Date	**Lower Knock-Out Event Barrier Value**

In respect of the Knock-Out Event Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
[…]	[…]
In respect of the Knock-Out Event Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(e) Upper Knock-Out Event Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[OR]

Knock-Out Event Observation Date	**Upper Knock-Out Event Barrier Value**
In respect of the Knock-Out Event Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]
[…]	[…]
In respect of the Knock-Out Event Observation Date falling on [*date*]	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(f) Redemption Rate:

[[•] %/ Not Applicable]

(*if Method 1 is selected, specify Not Applicable*)

(g)	Cap:	[[•] / Not Applicable] (*if Method 2 is selected, specify Not Applicable*)
(h)	Participation Rate:	[[•] %/ Not Applicable] (*if Method 2 is selected, specify Not Applicable*)

XVIII Physical Settlement[17] [Applicable / Not Applicable]

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

(i)	Basic Performance-Linked Redemption:	[Applicable/Not Applicable]
(ii)	Worst-of Basket Performance-Linked Redemption:	[Applicable/Not Applicable]
(iii)	Underlying Securities:	[•]/[In accordance with the Conditions]
(iv)	Physical Settlement Date:	[Condition 18 applies.]/[*Specify*]
(v)	Specified Percentage:	[100 per cent. / *other specify*]
(vi)	Clearing System	[*Specify for each Underlying Security*]/[Condition 18 applies.]
(vii)	Physical Delivery FX Rate:	[Applicable/Not Applicable] (*If Not Applicable, delete the remaining sub-paragraphs of this paragraph*)
(viii)	Physical Delivery FX Determination Date:	[•]
(ix)	Base Currency:	[•]
(x)	Second Currency:	[•]
(xi)	Relevant Screen Page in respect of Specified Currency:	[•]
(xii)	Relevant Screen Page in respect of Second Currency:	[•]

[17] For the avoidance of doubt, Physical Settlement will always be Not Applicable with respect to Notes issued by MSFL. MSFL will not issue Physical Settlement Notes.

(xiii)	Specified Time in respect of Specified Currency:	[•]/[Not Applicable]
(xiv)	Specified Time in respect of Second Currency:	[•]/[Not Applicable]

XIX Inflation Linked Redemption: [Applicable/Not Applicable]

(Section 7 of the Additional Terms and Conditions)

(if Not Applicable, delete sub-paragraphs below)

(i)	Specified Rate:	[●]/[[100] per cent.]/[Not Applicable]
(ii)	Participation Rate:	[Not Applicable]/[●]/[100] per cent.]/[A percentage rate to be determined by the Determination Agent before the Issue Date and notified to the Noteholders not more than 15 Business Days thereafter by publication on [●] (*insert website address*), **provided that** such percentage rate shall be [not less than [●] per cent.] [and] [not greater than [●] per cent.]
(iii)	$CPI_{Initial}$:	[Not Applicable]/[●]/[Initial Inflation Index Level] (*Not Applicable if Linear Inflation Linked Redemption is applicable*)
(iv)	Determination Month (Initial):	[Not Applicable]/[[●] *(specify if Initial Inflation Index Level is applicable)]*
(v)	Inflation Index(Start):	[The DIR Index Level in respect of the Issue Date, as determined by the Determination Agent, being [●]]/[Not Applicable] (*Not Applicable if Linear Inflation Linked Redemption is applicable*)
(vi)	Determination Month (Final):	[*insert calendar month*] of [*insert year*]
(vii)	Redemption Cap:	[●]/[Not Applicable]
(viii)	Redemption Floor:	[●]/[Not Applicable]

18. EARLY OPTIONAL REDEMPTION

(A) Early Redemption at the option of the Issuer: [Applicable/Not Applicable]

(Condition 16.4) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Optional Redemption Date(s): [*date*][, [*date*]…. and [*date*]]

(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [[•] per Calculation Amount] / [100 per cent. per Calculation Amount]

(iii) Optional Redemption in part only: [Applicable. Redemption will be effected in accordance with Condition 16.6 (*Partial Redemption*)] / [Not Applicable]

(*delete as appropriate*)

(iv) Notice period: [•]

(v) Maximum Notice Period: [•] [calendar day(s)/Business Day(s)]

(vi) Minimum Notice Period: [•] [calendar day(s)/Business Day(s)]

(B) Model-Based Redemption: [Applicable/Not Applicable]

(Condition 16.5)

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

(i) Model-based Redemption Date(s) (Call): [•]

[Each date specified as such in the "Table relating to the Model-Based Redemption" below.]

(ii) Model-based Redemption Amount(s) (Call): [•]

[For a given Model-based Redemption Date (Call), the percentage specified as such in the "Table relating to the Model-Based Redemption" below.]

(iii) Model-based Redemption Notice Date(s) (Call): [•]

[Each date specified as such in the "Table relating to the Model-Based Redemption" below.]

(iv) Model-based Redemption Determination Cut-off Date (Call): [•]

[Each date specified as such in the "Table relating to the Model-Based Redemption" below.]

(v) Table relating to the Model-Based Redemption: [Applicable]/[Not Applicable]

(*if Not Applicable, delete the table below*)

(*delete the table columns if the relevant information is already indicated in the subparagraphs above*)

Model-based Redemption Notice Date(s) (Call)	**Model-based Redemption Determination Cut-off Date (Call)**	**Model-based Redemption Date(s) (Call)**	**Model-based Redemption Amount(s) (Call)** *(in percentage of the Calculation Amount)*
[●]	[●]	[●]	[●]%
-	-	-	-
[●]	[●]	[●]	[●]%

(C) Automatic Partial Redemption: [Applicable/Not Applicable]
(Condition 16.7)

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

(i) Automatic Partial Redemption Date: [●]

(ii) Automatic Partial Redemption Amount: [●]

(D) Early Redemption at the option of Noteholders: [Applicable/Not Applicable]

(Condition 16.8) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Optional Redemption Date(s): [*date*][, [*date*]…. and [*date*]]

(ii) Optional Redemption Amount(s) of each Note and method, if any, of calculation of such amount(s): [[•] per Calculation Amount] / [100 per cent. per Calculation Amount]

(iii) Notice period: [•]

19 AUTOMATIC EARLY REDEMPTION PROVISIONS

[Applicable / Not Applicable]

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

I	**Barrier Automatic Early Redemption**	[Applicable/Not Applicable]
	(*Section 5 of Part 2 (Additional Terms and Conditions) of the Terms and Conditions of the Notes)*	*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Automatic Early Redemption Event:	Automatic Early Redemption Event is deemed to occur if the [Value]/[Performance] of [the Relevant Underlying][each of the Combined Basket Component] as of any Automatic Early Redemption Valuation Date is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the relevant Autocall Barrier Value (*Delete as appropriate*)
	(ii) Automatic Early Redemption Valuation Date(s):	[[*date*], [*date*], …. and [*date*]]]/[Each date indicated in the column "Automatic Early Redemption Valuation Dates" in the table relating to Automatic Early Redemption below.]
	(iii) Autocall Barrier Value:	[[•] / [•]% of the Relevant Underlying Performance / [●]% of the Initial Reference Value]/[As indicated in the Automatic Early Redemption table below in the column "Autocall Barrier Value(s)" for the line corresponding to this Automatic Early Redemption Valuation Date.] (*If the Relevant Underlying is a Combined Basket and an Individual Valuation of the Components of the Combined Basket is Applicable, then specify the applicable barriers for each Component of the Combined Basket*)
	(iv) Automatic Early Redemption Amount:	Autocall Early Redemption Rate x Calculation Amount
	(v) Autocall Early Redemption Rate:	[•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*][; [•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*] […] [•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*]]

[Calculation Amount x 100% + ((number of [calendar days/Business Days] from the Strike Date) / [360/365] * [•] per cent)]

[For an Automatic Early Redemption Valuation Date, the percentage indicated in the table relating to Automatic Early Redemption below in the column "Automatic Early Redemption Rate" for the line corresponding to this Automatic Early Redemption Valuation Date.]

(vi) Automatic Early Redemption Date(s): [[●]/[●] Scheduled Trading Days after [each] Automatic Early Redemption Valuation Date]]/[Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below.]

(vii) Table relating to the Automatic Early Redemption [Applicable]/[Not Applicable]

(*if Not Applicable, delete the table below*)

(*delete the table columns if the relevant information is already indicated in the subparagraphs above*)

Automatic Early Redemption Valuation Dates	**Automatic Early Redemption Payment Dates**	**Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])* *(If the Relevant Underlying is a Combined Basket and an Individual Valuation of the Components of the Combined Basket is Applicable, then specify the applicable barriers for each Component of the Combined Basket and add the necessary columns)*	**Automatic Early Redemption Rate** *(in percentage of the Calculation Amount)*
[●]	[●]	[●]/[●]%	[●]%
-	-	-	-
[●]	[●]	[●]/[●]%	[●]%

II Partial Automatic Early Redemption

(*Section 5 of Part 2 (Additional Terms and Conditions) of the Terms and Conditions of the Notes)*

[Applicable/Not Applicable]

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

(i) Automatic Early Redemption Event:

Automatic Early Redemption Event is deemed to occur if the [Value]/[Performance] of the Relevant Underlying as of any Automatic Early Redemption Valuation Date is [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the relevant Autocall Barrier Value

(*Delete as appropriate*)

(ii) Automatic Early Redemption Valuation Date(s):

[*date*], [*date*], …. and [*date*]

(iii) Autocall Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

(iv) Automatic Early Redemption Amount:

Autocall Early Redemption Rate x Reduced Calculation Amount

(v)	Autocall Early Redemption Rate:	[•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*][; [•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*] […] [•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*]]
(vi)	Automatic Early Redemption Date(s):	[[ ] Scheduled Trading Days after [each] Automatic Early Redemption Valuation Date]
(vii)	Partial Automatic Early Redemption Rate:	[•] per cent.
(viii)	Partial Automatic Early Redemption Date:	[•]
III	**Automatic Early Redemption Based on Coupons**	[Applicable/Not Applicable]
	(*Section 5 of Part 2 (Additional Terms and Conditions) of the Terms and Conditions of the Notes)*	*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Automatic Early Redemption Event is deemed to occur if:	[(i) the Issuer has paid more than the Minimum Number of Coupons; [and/or]] [(ii) the [Value]/[Performance] of the Relevant Underlying as of any specified Automatic Early Redemption Valuation Date has been at least a Minimum Number of Time [greater than] / [greater than or equal to] / [less than] / [less than or equal to] than the Autocall Barrier Value ; [and/or]] [(iii) the sum of the Coupon Amounts paid to the Noteholders exceeds the Minimum Aggregate Percentage of the Calculation Amount.] (*Delete as appropriate*)
(ii)	Automatic Early Redemption Valuation Date(s):	[*date*], [*date*], …. and [*date*]]/[*Each date indicated in the column "Dates of Automatic Early Redemption" in the "Table relating to Automatic Early Redemption" below*.]
(iii)	Autocall Barrier Value:	[Not Applicable][[•] / [•] per cent. of the Relevant Underlying Performance / [•] of the Initial Reference Value]

(iv)	Automatic Early Redemption Amount:	Autocall Early Redemption Rate x Calculation Amount
(v)	Autocall Early Redemption Rate:	[•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*][; [•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*] […] [•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*]]
(vi)	Minimum Aggregate Percentage:	[Not Applicable] [Applicable - [•] per cent.]
(vii)	Minimum Number of Coupons:	[Not Applicable] [Applicable - [•]]
(viii)	Minimum Number of Time:	[Not Applicable] [Applicable - [•]]
(ix)	Automatic Early Redemption Date(s):	[[date][,date]… and [date]][/[●] Scheduled Trading Days after [each] Automatic Early Redemption Valuation Date] [For an Automatic Early Redemption Valuation Date, the percentage indicated in the table relating to Automatic Early Redemption below in the column "Automatic Early Redemption Rate" for the line corresponding to this Automatic Early Redemption Valuation Date.]
(x)	Table relating to the Automatic Early Redemption :	[Applicable]/[Not Applicable] (*if Not Applicable, delete the table below*) (*delete the table columns if the relevant information is already indicated in the subparagraphs above*)

Automatic Early Redemption Valuation Dates	**Automatic Early Redemption Payment Dates**	**Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*	**Automatic Early Redemption Rate** *(in percentage of the Calculation Amount)*
[●]	[●]	[●]/[●]%	[●]%
-	-	-	-
[●]	[●]	[●]/[●]%	[●]%

IV Double Barrier Automatic Early Redemption – Option 1 [Applicable/Not Applicable]

(*Section 5 of Part 2 (Additional Terms and Conditions) of the Terms and Conditions of the Notes)*

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

(i) Automatic Early Redemption Valuation Date(s): [*date*], [*date*], …. and [*date*]

[*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]

(ii) Restructuring Automatic Early Redemption Valuation Date(s): [*date*], [*date*], …. and [*date*]

[*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]

(iii) First Autocall Barrier Value(s): [[•] / [•] per cent.]

[As indicated in the table relating to Automatic Early Redemption below in the column "First Autocall Barrier Value" for the line corresponding to this Automatic Early Redemption Valuation Date.]

(iv) Second Autocall Barrier Value(s): [[•] / [•] per cent.]

[As indicated in the table relating to Automatic Early Redemption below in the column "Second Autocall Barrier Value" for

the line corresponding to this Automatic Early Redemption Valuation Date.]

(v) Restructuring Autocall Barrier Value(s): [[•] / [•] per cent.]

[As indicated in the table relating to Automatic Early Redemption below in the column "Restructuring Autocall Barrier Value" for the line corresponding to this Automatic Early Redemption Valuation Date.]

(vi) Automatic Early Redemption Amount: 100% x Calculation Amount

(vii) Automatic Early Redemption Date(s): [[*date*], [*date*], …. and [*date*] / [ ] Scheduled Trading Days after [each] Automatic Early Redemption Valuation Date]/[*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]

(viii) Table relating to the Automatic Early Redemption : [Applicable]/[Not Applicable]

(*if Not Applicable, delete the table below*)

(*delete the table columns if the relevant information is already indicated in the subparagraphs above*)

Automatic Early Redemption Valuation Dates	**Automatic Early Redemption Payment Dates**	**First Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*	**Second Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*	**Restructuring Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*
[●]	[●]	[●]/[●]%	[●]/[●]%	[●]/[●]%
-	-	-	-	-
[●]	[●]	[●]/[●]%	[●]/[●]%	[●]/[●]%

V Double Barrier Automatic Early Redemption – Option 2 [Applicable/Not Applicable]

(*Section 5 of Part 2 (Additional Terms and Conditions) of the Terms and Conditions of the Notes)*		*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
(i)	Automatic Early Redemption Valuation Date(s):	[*date*], [*date*], …. and [*date*] [*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]
(ii)	First Automatic Early Redemption Valuation Date:	[*date*]
(iii)	Basis Period:	[daily]/[weekly]/[monthly]/[quarterly]
(iv)	First Autocall Barrier Value(s):	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value] [As indicated in the table relating to Automatic Early Redemption below in the column "First Autocall Barrier Value(s)" for the line corresponding to this Automatic Early Redemption Valuation Date.]
(v)	Second Autocall Barrier Value(s):	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value] [As indicated in the table relating to Automatic Early Redemption below in the column "Second Autocall Barrier Value(s)" for the line corresponding to this Automatic Early Redemption Valuation Date.]
(vi)	Automatic Early Redemption Amount:	100% x Calculation Amount
(vii)	Automatic Early Redemption Date(s):	[[*date*], [*date*], …. and [*date*] / [ ] Scheduled Trading Days after [each] Automatic Early Redemption Valuation Date]/[*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]
(viii)	Table relating to the Automatic Early Redemption:	[Applicable]/[Not Applicable] (*if Not Applicable, delete the table below*)

(*delete the table columns if the relevant information is already indicated in the subparagraphs above*)

Automatic Early Redemption Valuation Dates	**Automatic Early Redemption Payment Dates**	**First Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*	**Second Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*
[●]	[●]	[●]/[●]%	[●]/[●]%
-	-	-	-
[●]	[●]	[●]/[●]%	[●]/[●]%

VI Automatic Early Redemption – Range of Barriers [Applicable/Not Applicable]

(*Section 5 of Part 2 (Additional Terms and Conditions) of the Terms and Conditions of the Notes)*

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

(i) Automatic Early Redemption Event: An Automatic Early Redemption Event is deemed to occur if the [Value]/[Performance] of the Relevant Underlying as of any Automatic Early Redemption Valuation Date is [less than] / [less than or equal to] the Autocall Barrier High Range Value

and

[greater than] / [greater than or equal to] the Autocall Barrier Low Range Value

(*Delete as appropriate*)

(ii) Automatic Early Redemption Range Valuation Date(s): [*date*], [*date*], …. and [*date*]

[*Each date indicated in the column "Automatic Early Redemption Range Valuation Dates" in the "Table relating to Automatic Early Redemption" below*.]

(iii) Autocall Low Range Value(s): [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[As indicated in the table relating to Automatic Early Redemption below in the column "Autocall Low Range Value(s)" for the line corresponding to this Automatic Early Redemption Range Valuation Date.]

(iv) Autocall High Range Value(s): [[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value]

[As indicated in the table relating to Automatic Early Redemption below in the column "Autocall High Range Value(s)" for the line corresponding to this Automatic Early Redemption Range Valuation Date.]

(v) Automatic Early Redemption Amount: 100% x Calculation Amount

(vi) Automatic Early Redemption Date(s): [[*date*], [*date*], …. and [*date*] / [ ] Scheduled Trading Days after [each] Automatic Early Redemption Range Valuation Date]/[*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]]

(vii) Table relating to the Automatic Early Redemption: [Applicable]/[Not Applicable]

(*if Not Applicable, delete the table below*)

(*delete the table columns if the relevant information is already indicated in the subparagraphs above*)

Automatic Early Redemption Range Valuation Dates	**Automatic Early Redemption Payment Dates**	**Autocall Low Range Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value]*	**Autocall High Range Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*
[●]	[●]	[●]/[●]%	[●]/[●]%
-	-	-	-
[●]	[●]	[●]/[●]%	[●]/[●]%

VII	**Barrier Automatic Early Redemption – Barrier or Surperformance**	[Applicable/Not Applicable]
	(*Section 5 of Part 2 (Additional Terms and Conditions) of the Terms and Conditions of the Notes)*	*(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Automatic Early Redemption Event:	Automatic Early Redemption Event is deemed to occur if the [Value]/[Performance] of the Relevant Underlying as of any Automatic Early Redemption Valuation Date is [greater than] / [greater than or equal to] the Autocall Barrier Value or less than the Autocall Barrier Value but [greater than] / [greater than or equal to] the Relevant Compared Underlying Performance (*Delete as appropriate*)
	(ii) Automatic Early Redemption Valuation Date(s):	[*date*], [*date*], …. and [*date*] [*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]
	(iii) Autocall Barrier Value(s):	[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value] [As indicated in the table relating to Automatic Early Redemption below in the column "*Autocall Barrier Value(s)*" for the line corresponding to this Automatic Early Redemption Valuation Date.]
	(iv) Automatic Early Redemption Amount:	100% x Calculation Amount
	(v) Automatic Early Redemption Date(s):	[[*date*], [*date*], …. and [*date*] / [ ] Scheduled Trading Days after [each] Automatic Early Redemption Range Valuation Date]/ [*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]]

(vi) Table relating to the Automatic Early Redemption: [Applicable]/[Not Applicable]

(*if Not Applicable, delete the table below*)

(*delete the table columns if the relevant information is already indicated in the subparagraphs above*)

Automatic Early Redemption Range Valuation Dates	**Automatic Early Redemption Payment Dates**	**Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*
[●]	[●]	[●]/[●]%
-	-	-
[●]	[●]	[●]/[●]%

VIII Budget Barrier Automatic Early Redemption [Applicable/Not Applicable]

(*Section 5 of Part 2 (Additional Terms and Conditions) of the Terms and Conditions of the Notes)*

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

(i) Automatic Early Redemption Event is deemed to occur if:

(a) the [Value]/[Performance] of the Relevant Underlying as of the first Automatic Early Redemption Valuation Date is: [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Autocall Barrier Value

OR

(b) the Sum of Performance as of any of the subsequent Interest Determination Dates: [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Autocall Barrier Value

(ii) Automatic Early Redemption Valuation Date(s): [[*date*], [*date*], …. and [*date*]]/[Each date indicated in the column "*Automatic Early Redemption Dates*" in the "Table relating to Automatic Early Redemption" below.]

(iii) Autocall Barrier Value(s): [[•]/[•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value] [As indicated in the table relating to Automatic Early Redemption

below in the column "*Autocall Barrier Value(s)*" for the line corresponding to this Automatic Early Redemption Valuation Date.]

(iv)	Automatic Early Redemption Amount:	Autocall Early Redemption Rate x Calculation Amount
(v)	Autocall Early Redemption Rate:	[•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*][; [•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*] […] [•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*] [For an Automatic Early Redemption Valuation Date, the percentage indicated in the table relating to Automatic Early Repayment below in the column "*Automatic Early Redemption Rate*" for the line corresponding to this Automatic Early Redemption Valuation Date.]
(vi)	Automatic Early Redemption Date(s):	[[ ] Scheduled Trading Days after [each] Automatic Early Redemption Valuation Date]]/[*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]
(vii)	Table relating to the Automatic Early Redemption :	[Applicable]/[Not Applicable] (*if Not Applicable, delete the table below*) (*delete the table columns if the relevant information is already indicated in the subparagraphs above*)

Automatic Early Redemption Valuation Dates	**Automatic Early Redemption Payment Dates**	**Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*	**Automatic Early Redemption Rate** *(in percentage of the Calculation Amount)*
[●]	[●]	[●]/[●]%	[●]%

-	-	-	-
[●]	[●]	[●]/[●]%	[●]%

IX Asynchronous Barrier Automatic Early Redemption

[Applicable/Not Applicable]

(*Section 5 of Part 2 (Additional Terms and Conditions) of the Terms and Conditions of the Notes)*

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

(Only applicable if the Relevant Underlying is a Basket and "Basket Components Individual Valuation" is specified as applicable)

(i) An Asynchronous Barrier Automatic Early Redemption Event is deemed to occur if the [Value]/[Performance] of each Basket Component as of the relevant Automatic Early Redemption Valuation Date or as of any previous Automatic Early Redemption Valuation Date is or has been:

[greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Asynchronous Autocall Barrier Value

(ii) Automatic Early Redemption Valuation Date:

[*date*], [*date*], …. and [*date*]]/[*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]

(iii) Asynchronous Autocall Barrier Value:

[[•] / [•] per cent. of the Relevant Underlying Performance / [•] per cent. of the Initial Reference Value][As indicated in the table relating to Automatic Early Redemption below in the column "*Autocall Barrier Value*" for the line corresponding to this Automatic Early Redemption Valuation Date.]

(iv) Automatic Early Redemption Amount:

Autocall Early Redemption Rate x Calculation Amount

(v) Autocall Early Redemption Rate:

[•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*][;

[•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*]

[…]

[•] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*]

[For an Automatic Early Redemption Valuation Date, the percentage indicated in

the table relating to Automatic Early Repayment below in the column "*Automatic Early Redemption Rate*" for the line corresponding to this Automatic Early Redemption Valuation Date.]

(vi) Automatic Early Redemption Date(s): [[ ] Scheduled Trading Days after [each] Automatic Early Redemption Valuation Date]/[*Each date indicated in the column "Automatic Early Redemption Dates" in the "Table relating to Automatic Early Redemption" below*.]

(vii) Table relating to the Automatic Early Redemption: [Applicable]/[Not Applicable]

(*if Not Applicable, delete the table below*)

(*delete the table columns if the relevant information is already indicated in the subparagraphs above*)

Automatic Early Redemption Valuation Dates	**Automatic Early Redemption Payment Dates**	**Autocall Barrier Value** *([in Value of the Relevant Underlying / as a percentage of the Performance of the Relevant Underlying / as a percentage of the Initial Reference Value])*	**Automatic Early Redemption Rate** *(in percentage of the Calculation Amount)*
[●]	[●]	[●]/[●]%	[●]%
-	-	-	-
[●]	[●]	[●]/[●]%	[●]%

X Automatic Early Redemption [Applicable/Not Applicable]

(Condition 16.12) *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*

(i) Automatic Early Redemption Event is deemed to occur if the [Relevant Underlying Performance / sum of the Coupon Amounts paid to Noteholders] as of any Automatic Early Redemption Valuation Date is: [greater than] / [greater than or equal to] / [less than] / [less than or equal to] the Automatic Early Redemption Level

(ii) Automatic Early Redemption Level: [•] / [●]%

(iii) Determination Time: [•]

OR

Automatic Early Redemption Valuation Date	**Determination Time**
In respect of the Automatic Early Redemption Valuation Date falling on [*date*]	[•]
[…]	[…]
In respect of the Automatic Early Redemption Valuation Date falling on [*date*]	[•]

(iv)	Automatic Early Redemption Valuation Date:	[*date*], [*date*], …. and [*date*]
(v)	Automatic Early Redemption Amount:	[[•] per Calculation Amount] / [According to Condition 16.12]
(vi)	Automatic Early Redemption Rate:	[[•] per cent.] / [100 per cent.]
(vii)	Automatic Early Redemption Date(s):	[[ ] Scheduled Trading Days after [each] Automatic Early Redemption Valuation Date]

XI Lifetime Coupon Trigger Automatic Early Redemption

(Condition 16.13)

[Applicable/Not Applicable]

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

(i)	Automatic Early Redemption Event is deemed to occur if:	on [the]/[any] Automatic Early Redemption Valuation Date corresponding to the relevant Automatic Early Redemption Date, the Total Aggregate Coupon is equal to or greater than the Cumulative Coupon Target Level as specified below
(ii)	Lifetime Coupon Trigger in respect of Cumulative Coupon Target Level:	[●]%
(iii)	Automatic Early Redemption Valuation Date(s):	[*date*], [*date*], …. and [*date*]
(iv)	Automatic Early Redemption Amount:	Autocall Early Redemption Rate x Calculation Amount

(v)	Autocall Early Redemption Rate(s):	[●] per cent. in respect of [*insert relevant Automatic Early Redemption Valuation Date*]
		[…]
(vi)	Automatic Early Redemption Date(s):	[●]/[[●] Currency Business Days following the occurrence of an Automatic Early Redemption Event]

20 PROVISIONS RELATING TO THE EARLY REDEMPTION AMOUNTS

20.1 Early Redemption Amount upon Event of Default

(Condition 20)

[*For Notes which are not Zero Coupon Notes choose one of the following options:*

[[•] per Calculation Amount] / [Par Redemption (Accrued)] / [Par Redemption (Accrued) Less Costs] / [Par Redemption (Unaccrued)] [Par Redemption (Unaccrued) Less Costs] / [Theoretical Value] / [Qualified Financial Institution Determination] / [Early Redemption Amount (Events of Default) – Fair Market Value] / [Early Redemption Amount (Events of Default) – Fair Market Value less Costs]]

(Note – for issuances of Notes to retail investors, "Par Redemption (Accrued) Less Costs", "Par Redemption (Unaccrued) Less Costs" and "Early Redemption Amount (Events of Default) – Fair Market Value Less Costs" may not be selected)

[*For Zero Coupon Notes, choose one of the following options:*

[[•] per cent. per Calculation Amount]/[According to Condition 16.9 – See Item 20.4 (*Early Redemption of Zero Coupon Notes*) below for further details.]

(*delete as appropriate*)

20.2 Early Redemption Amount for Taxation Reasons:

(Condition 16.2)

[*For Notes which are not Zero Coupon Notes choose one of the following options:*

[Par Redemption (Accrued)] / [Par Redemption (Accrued) Less Costs] / [Par Redemption (Unaccrued)] [Par Redemption (Unaccrued) Less Costs] [Theoretical Value] / [Qualified Financial Institution Determination] / [Early Redemption Amount (Tax Redemption) – Fair Market Value] /

[Early Redemption Amount (Tax Redemption) – Fair Market Value less Costs]

(Note – for issuances of Notes to retail investors, "Par Redemption (Accrued) Less Costs", "Par Redemption (Unaccrued) Less Costs" and "Early Redemption Amount (Tax Redemption) – Fair Market Value Less Costs" may not be selected)

[*For Zero Coupon Notes, choose one of the following options:*

[[•] per cent. per Calculation Amount]/[According to Condition 16.9 – See Item 20.4 (*Early Redemption of Zero Coupon Notes*) below for further details.]

(*delete as appropriate*)

20.3 Early Redemption Amount upon Illegality or Regulatory Event:

(Condition 21)

[*For Notes which are not Zero Coupon Notes choose one of the following options:*

[Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Accrued): [●] per Calculation Amount] / [Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Unaccrued): [●] per Calculation Amount] / [Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value Less Costs] / [Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value] / [Early Redemption Amount (Illegality and Regulatory Event) – Par] shall apply

[*For Zero Coupon Notes, choose one of the following options:*

[[•] per cent. per Calculation Amount]/[According to Condition 16.9 – See

		Item 20.4 (*Early Redemption of Zero Coupon Notes*) below for further details.] (*delete as appropriate*) *(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (Illegality and Regulatory Event) – Fixed Redemption (Unaccrued) Less Costs" and "Early Redemption Amount (Illegality and Regulatory Event) – Fair Market Value Less Costs" may not be selected)*
20.4	**Early Redemption Amount for Zero Coupon Notes:** (Condition 16.9)	[Applicable] / [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Early Redemption Amount:	[[•] per Calculation Amount] / [According to Condition 16.9 : [Compounded/Linear] applies]]
	(ii) Accrual Yield:	[•] per cent.
	(iii) Reference Price:	[•] per cent
	(iv) Day Count Fraction:	[Actual/Actual; Actual/365 (Fixed); Actual/360; 30/360; 30E/360/Eurobond Basis; 30/360E (ISDA); Actual/Actual (ICMA)]
20.5	**Relevant Rates Benchmark Discontinuance or Prohibition on Use (Condition 6.18)**	Administrator/Benchmark Event: applicable for Condition 6.18.3: [Not Applicable] [Applicable as per the Conditions] [Alternative Pre-nominated Reference Rate: [None] [*Specify*] [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued): [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued): [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (Benchmark Trigger Event) – Fair

Market Value Less Costs] / [Early Redemption Amount (Benchmark Trigger Event) – Fair Market Value] shall apply] / [Not Applicable]

(Note – for issuances of Notes to retail investors, "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (Benchmark Trigger Event) – Fixed Redemption (Unaccrued) Less Costs" and "Early Redemption Amount (Benchmark Trigger Event) – Fair Market Value Less Costs" may not be selected)

20.6 CMS Reference Rate – Effect of Index Cessation Event (Condition 6.19)

Administrator/Benchmark Event: applicable for Condition 6.19.4: [Not Applicable] [Applicable as per the Conditions]

[Alternative Pre-nominated Reference Rate: [None] [*Specify*]]

[Benchmark Replacement Adjustment: [*Specify*]]

[[Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued): [●] per Calculation Amount] / [Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued): [●] per Calculation Amount] / [Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued) Less Costs: [●] per Calculation Amount] / [Early Redemption Amount (CMS Reference Rate) – Fair Market Value Less Costs] / [Early Redemption Amount (CMS Reference Rate) – Fair Market Value] shall apply] / [Not Applicable]

(*Note – for issuances of Notes to retail investors, "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Accrued) Less Costs", "Early Redemption Amount (CMS Reference Rate) – Fixed Redemption (Unaccrued) Less Costs" and "Early Redemption Amount (CMS Reference Rate) – Fair Market Value Less Costs" may not be selected*)

Reference Time: [●]/[Not Applicable]

[For Zero Coupon Notes, choose one of the following options:

		[[●] per cent. per Calculation Amount]/[an amount per Calculation Amount determined by the Determination Agent in accordance with Condition 16.9 (*Early Redemption of Zero Coupon Notes*). For these purposes, the Accrual Yield is [●] per cent., the Reference Price is [*specify*] [and the Accrued Value Commencement Date is [●]].]
20.7	**Early Redemption of Inflation Linked Notes:** (*Section 7 of the Additional Terms and Conditions*)	[Applicable] / [Not Applicable] *(If not applicable, delete the remaining sub-paragraphs of this paragraph)*
	(i) Type of Inflation Linked Notes:	[Linear Inflation Linked Notes]/[Interpolated Inflation Linked Notes]
	(ii) Early Redemption Amount:	According to Condition [1.5(a)]/[1.5(b)] of Section 7 of the Additional Terms and Conditions.
	(iii) Determination Month (Early Redemption):	[[●] calendar month[s] immediately preceding the month in which the date fixed for early redemption of the Notes falls]/[Not Applicable] (*Not Applicable if Interpolated Inflation Linked Notes is applicable*)

GENERAL PROVISIONS APPLICABLE TO THE NOTES

21.	Form of Notes: (Condition 3)	[Bearer dematerialised form (*au porteur*) / [fully/administered] Registered dematerialised form (*au nominatif [pur/administré]*)]
22.	Registration Agent:	[Not Applicable/*give details*] (*Note that a Registration Agent can only be appointed for Notes in registered dematerialised form (au nominatif)*)
23.	Exchange Rate Agent: (Condition 17.2)	[*specify*] / [Morgan Stanley & Co. International plc]
24.	Record Date: (Condition 17.1)	[As set out in Condition 17.1] / [The Record Date is [●] [Business Day/day/Clearing System Business Day] before the relevant due date for payment]

25.	Additional Business Centre(s) or other special provisions relating to Payment Dates:	[Not Applicable/Target 2/*give details*]
26.	Payment Business Day or other special provisions relating to Payment Business Days:[18]	[Following Business Day Convention] / [Modified Following Business Day Convention / Modified Business Day Convention] / [Preceding Business Day Convention] / [No Adjustment / Unadjusted][, being specified that the Maturity Date will in any case occur at least 5 Business Days following the Determination Date] (*Delete as appropriate*)
27.	Redenomination provisions:	[Not Applicable/The provisions in Condition 29 apply]
28.	Consolidation provisions:	[Not Applicable/The provisions in Condition 25.2 apply]
29.	Taxation:	Implementation of Financial Transaction Tax Event is [Applicable] / [Not Applicable]
30.	US Withholding on Coupon Payments:	[Not Applicable / Payments on the Notes may be subject to U.S. federal withholding tax unless certain certification requirements are met. Holders should review the "*Taxation - United States Federal Taxation.*" section of the Base Prospectus.][19]
31.	Potential Section 871(m) transaction:	[Not Applicable] / [The Issuer has determined that the Notes should not be subject to withholding under Section 871(m) of the Code[, and hereby instructs its agents and withholding agents that no withholding is required, unless such agent or withholding agent knows or has reason to know otherwise].] / [The Issuer has determined that the Notes should not be subject to withholding under Section 871(m) of the Code because the Relevant Underlying is a "qualified index" under the applicable U.S. Treasury regulations[, and hereby instructs its agents and withholding agents that no withholding is required, unless such agent or withholding agent knows or has reason to know otherwise].] / [The Notes are U.S. equity-

[18] Amend "Payment Business Day" definition if payment is to be made on 25 December as Euroclear and Clearstream do not settle payments on such day.

[19] Not Applicable, unless the Notes are issued by MS or MSFL and either provide principal protection or pay coupons.

		linked Notes subject to withholding under Section 871(m) of the Code.] [For further information please [call [•]] / [visit our website at [•]] / [write to [•]].].
32.	Representation of Noteholders/Masse: (Condition 24)	[Condition 24.11 (*Full Masse*) applies][20] [Issue outside France: [Applicable/Not Applicable]][21] *(Specify the names of the initial Representative and the alternate Representative, if any, and their remuneration as set out below)* Name and address of the initial Representative: [●] Name and address of the alternate Representative: [●] [The Representative will receive no remuneration]/[The Representative will receive a remuneration of [●]]. [As long as the Notes are held by a single Noteholder, such Noteholder will exercise directly the powers delegated to the Representative and general meetings of Noteholders under the Conditions. The Issuer (or its agent on its behalf) shall keep a record of the decisions taken by the sole Noteholder in such capacity, which shall be available, upon request, to any future Noteholders. A Representative shall be appointed when the Notes of a Series are held by more than one Noteholder.]
33.	(i) If syndicated, names [and addresses][22] of managers [and underwriting commitments][23]: and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the managers.)][24]	[Not Applicable/*give names[, addresses and underwriting commitments*]] [(*Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis.*)]
	(iv) [Date of [Subscription] Agreement:	[•]] [25]

20 Delete for Notes with a denomination per Note of EUR 100,000 or more.
21 Delete for Notes with a denomination per Note of EUR 100,000 or more.
22 Delete for Notes with a denomination per Note of EUR 100,000 or more.
23 Delete for Notes with a denomination per Note of EUR 100,000 or more.
24 Delete for Notes with a denomination per Note of EUR 100,000 or more.
25 Delete for Notes with a denomination per Note of EUR 100,000 or more.

	(v) Stabilisation Manager(s) (if any):	[Not Applicable/*give name*]
34.	If non-syndicated, name [and address][26] of Distribution Agent:	[Not Applicable/give name [*and address*][27]]
35.	Non-exempt offer:	[Not applicable] [An offer of the Notes may be made by the Distribution Agent [and [*Name(s) and address(es) of the financial intermediary(ies) appointed by the Issuer to act as Authorised Offeror(s)/ Any financial intermediary which satisfies the conditions set out below in item "Conditions attached to the consent of the Issuer to use the Prospectus"]*]] other than pursuant to Article 5(1) of the Prospectus Regulation in [France][and][Luxembourg] (**Non-exempt Offer Jurisdictions**) during the period from [*specify date*] until [*specify date*] (**Offer Period**). See further paragraph 9 of Part B below.
36.	Conditions attached to the consent of the Issuer to use the Base Prospectus:	[Not Applicable / *Where the Issuer has given a general consent to any financial intermediary to use the Base Prospectus, specify any additional conditions to those set out in the section entitled "Consent to the use of the Base Prospectus" of the Base Prospectus or indicate "See conditions set out in the Base Prospectus".*]
37.	[Total commission and concession:	[•] per cent. of the Aggregate Nominal Amount][28]
38.	Substitution of the Issuer or Guarantor with non Morgan Stanley Group entities (Condition 31):	[Applicable] / [Not Applicable]

United States Taxation

A non-U.S. investor should review carefully the section entitled "United States Federal Taxation" in the Base Prospectus.

[29][Withholding on "Other Income" Coupon Payments

This discussion is limited to the U.S. federal tax issues addressed below. Additional issues may exist that are not addressed in this discussion and that could affect the federal tax treatment of

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26 Delete for Notes with a denomination per Note of EUR 100,000 or more.

27 Delete for Notes with a denomination per Note of EUR 100,000 or more.

28 Delete for Notes with a denomination per Note of EUR 100,000 or more.

29 Insert for "other income" Notes issued by MS or MSFL that pay periodic coupons and provide for a payment at maturity or early settlement based on the value of the underlying securities (and thus it is possible that

an investment in the Notes. Investors should seek their own advice based upon their particular circumstances from an independent tax adviser.

The following discussion applies to Notes issued by Morgan Stanley or MSFL that pay periodic coupons and provide for a payment at maturity or upon early settlement (other than the stated coupon) that is determined by reference to the performance of a Relevant Underlying and thus may be lower or higher than their issue price. The U.S. federal tax treatment of the Notes is unclear due to the absence of statutory, judicial or administrative authorities that directly address the Notes or similar securities, and no ruling is being requested from the Internal Revenue Service ("**IRS**") with respect to the Notes. Significant aspects of the U.S. federal income tax consequences of an investment in the Notes are uncertain, and no assurance can be given that the IRS or a court will agree with the tax treatment described herein. Accordingly, investors should consult their tax adviser regarding the U.S. federal income tax consequences of an investment in the Notes (including possible alternative treatment thereof).

A non-U.S. investor should expect that a withholding agent will treat any coupon payments as subject to U.S. federal withholding tax at a rate of 30 per cent., unless the non-U.S. investor establishes an exemption under the "other income" provision of a Qualifying Treaty (as defined below) or, to the extent that any portion of a coupon payment is treated as interest for U.S. federal income tax purposes, an exemption under the "portfolio interest exemption" rules as described below.

An income tax treaty between a non-U.S. jurisdiction and the United States is a "Qualifying Treaty" if it provides for a 0 per cent. rate of tax on "other income" earned by a resident of the non-U.S. jurisdiction from sources within the United States. Accordingly, if a non-U.S. investor is a resident of a non-U.S. jurisdiction that qualifies for benefits under such a Qualifying Treaty, it should generally be eligible for an exemption under the "other income" provision referred to above if the non-U.S. investor complies with the certification requirement described in the section entitled "*United States Federal Taxation—Tax Treatment of the Notes—Other Income Coupons*" in the Base Prospectus. However, because most income tax treaties contain complex eligibility rules and limitations, a non-U.S. investor should consult its tax adviser about its eligibility for this exemption.

To demonstrate eligibility for the "other income" exemption to the Issuer or an applicable withholding agent, a non-U.S. investor generally will be required to provide a properly completed IRS Form W-8BEN or W-8BEN-E certifying that it is not a U.S. person and that it is eligible for the benefits of the "other income" article of a Qualifying Treaty (or, if the non-U.S. investor holds its Notes through certain intermediaries, it may be permitted to provide alternative documentation in lieu of the appropriate Form W-8BEN or W-8BEN-E to establish that it is not a U.S. person and that it is eligible for the benefits of the "other income" article of a Qualifying Treaty) as discussed in the section entitled "*United States Federal Taxation—Tax Treatment of the Notes—Other Income Coupons*" in the Base Prospectus. A non-U.S. investor providing a properly completed appropriate IRS Form W-8BEN or W-8BEN-E as discussed in this paragraph may provide its foreign taxpayer identifying number issued by its country of residence in lieu of its U.S. taxpayer identifying number.

Notwithstanding the discussion above, because the U.S. federal income tax treatment of the Notes is unclear, any coupon payments on such Notes could alternatively be treated in whole or part as payments of interest. Nonetheless, even if the coupon payments are treated in whole or in part as interest and thus not eligible for the "other income" exemption described above, under current law and administrative practice a non-U.S. investor may qualify for the "portfolio interest exemption" with respect to the coupon payments if the investor has timely provided certifications to establish that it is not a U.S. person and certain other conditions are met, as discussed in the section entitled "*United States Federal Taxation—Tax Treatment of the Notes—Interest*" in the Base Prospectus. As described in "*United States*

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the final payment could be significantly lower than the Note's issue price), excluding Notes that pay periodic coupons at a fixed rate with no possible upside payment at maturity or upon early settlement.

Federal Taxation" in the Base Prospectus, U.S. withholding may also be imposed in other circumstances, such as under FATCA, the U.S. backup withholding rules or Section 871(m) of the Internal Revenue Code.

Non-U.S. Holders should consult their tax advisers regarding their eligibility for any applicable exemption from withholding in light of their particular circumstances.]

[PURPOSE OF FINAL TERMS

These Final Terms comprise the final terms required for issue [and] [non-exempt offer in the Non-Exempt Offer Jurisdictions] [and] [admission to trading in [*specify relevant regulated market*]] of the Notes described herein pursuant to the Programme for the Issuance of Notes of [Morgan Stanley/MSIP/MSBV/MSFL]

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

SIGNATURE

Signed on behalf of the Issuer:

By: .....

Duly authorised

[Signed on behalf of the Guarantor:

By: .....

Duly authorised][30]

[30] To be included if the Notes are issued by MSBV or MSFL

PART B– OTHER INFORMATION

1. **ADMISSION TO [TRADING / LUXEMBOURG STOCK EXCHANGE SECURITIES OFFICIAL LIST]**

Admission to Trading:	[Not Applicable] [Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be admitted to trading on [Euronext Paris]/[the regulated market of the Luxembourg Stock Exchange [and listed on the official list of the Luxembourg Stock Exchange]]/[●] with effect from on or about [[the Issue Date]/[•]].] [Application [has been made/is expected to be] made by the Issuer (or on its behalf) to the Luxembourg Stock Exchange for the Notes to be admitted to trading on the Euro MTF with effect from on or about [[the Issue Date]/[•]].][31] [No assurance can be given that such application for admission to trading will be granted (or, if granted, will be granted prior to the Issue Date).] [The Issuer has no duty to maintain the trading (if any) of the Notes on [Euronext Paris] / [the regulated market of the Luxembourg Stock Exchange] / [●] over their entire lifetime.] [*Where documenting a fungible issue, need to indicate that original Notes are already admitted to trading.*]
[Admission on the Luxembourg Stock Exchange Securities Official List:[32]	[Application [has been made/is expected to be made] by the Issuer (or on its behalf) for the Notes to be displayed on the Luxembourg Stock Exchange Securities Official List (**LuxSE SOL**) without admission to trading with effect from on or about [[the Issue Date]/[•]].] [No assurance can be given that such application to be displayed on the LuxSE SOL will be granted (or, if granted, will be granted prior to the Issue Date).] [The Issuer has no duty to maintain the Notes on the LuxSE SOL over their entire lifetime.] [*Where documenting a fungible issue, need to indicate that original Notes are already displayed on the LuxSE SOL.*]

[31] Delete for Notes which are not to be admitted to trading on the Euro MTF.
[32] Delete for Notes which are not to be displayed on the LuxSE SOL.

Estimate of total expenses related to admission to trading:	[•][33]

2. **RATINGS**

Ratings:	The Notes to be issued [have been]/[are expected to be] rated: [S & P: [•]] [Moody's: [•]] [Fitch: [•]] [[Other]: [•]] [*Option 1* [*Insert legal name of particular credit rating agency entity providing rating*] is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the **CRA Regulation).** [*Insert legal name of particular credit rating agency entity providing rating*] is included in the list of registered credit rating agencies published by the European Securities and Markets Authority on its website (https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation) in accordance with the CRA Regulation. *Option 2* [*Insert legal name of particular credit rating agency entity providing rating*] is not established in the United Kingdom and is not registered under Regulation (EU) No 1060/2009, as incorporated into UK domestic law under the European Union (Withdrawal) Act of 2018 (EUWA) (the **United Kingdom CRA Regulation**). The rating[s] of the Notes issued by [*Insert name of specific credit rating agency providing a rating*] [*is/are*] endorsed by [*Insert name of UK CRA*] in accordance with the United Kingdom CRA Regulation and [has/have] not been withdrawn. The rating[s] issued by [*Insert name of specific credit rating agency providing a rating*] may therefore be used for regulatory purposes in the United Kingdom in

[33] Not Applicable for Notes with a denomination per Note of EUR 100,000 or more.

accordance with the United Kingdom CRA Regulation[34].

Option 3

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA and is not registered under Regulation (EU) No 1060/2009, as amended (the **CRA Regulation**).

Option 4

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but the rating it has given to the Notes is endorsed by [*insert legal name of credit rating agency*], which is established in the EEA and registered under Regulation (EU) No 1060/2009, as amended (the **CRA Regulation**).

Option 5

[*Insert legal name of particular credit rating agency entity providing rating*] is not established in the EEA but is certified under Regulation (EU) No 1060/2009, as amended (the **CRA Regulation**).][35]

[*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.)

[The Notes will not be rated].

3. **[INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE [ISSUE/OFFER]**

Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in ["*Subscription and Sale*"], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the [issue/offer]".]

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34 To be included only in case of an offering where a UK placement is contemplated and the ratings of the securities issued by the EEA rating agency must be endorsed by a UK rating agency.

35 Edit and delete options as appropriate for the relevant rating agency/agencies providing the rating(s).

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

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

[(i)	Reasons for the offer:	[•]
[(ii)]	Estimated net proceeds:	[•] (*If proceeds are intended for more than one use, will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.*)
[(iii)]	Estimated expenses relating to the issue:	[●][36] (*If proceeds are intended for more than one use, will need to split out the estimated total expenses of the issue/offer by main intended use and present in order of priority of such uses*.)

5. ***Fixed Rate Notes only* – YIELD**

Indication of yield: [Not Applicable] /[●]]

[(*Only applicable for offers to the public in France*) [yield gap of [●] per cent. in relation to tax free French government bonds (*obligations assimilables au Trésor* (OAT)) of an equivalent duration.]]

6. ***Floating Rate Notes only* - PERFORMANCE OF RATES**

[Not Applicable] / [Details of performance of [EURIBOR/SOFR/SONIA/€STR/SARON/TONA/*other specify in particular, if applicable, the relevant CMS Rate*] rates can be obtained][but not] free of charge from [Reuters/Bloomberg/*give details of electronic means of obtaining the details of performance*].][37]

7. ***Index-Linked or other variable-linked Notes only* – PERFORMANCE OF THE UNDERLYING(S), EXPLANATION OF EFFECT ON VALUE OF INVESTMENT AND OTHER INFORMATION CONCERNING THE UNDERLYING(S)**

[Not Applicable]/[Applicable]

(*If applicable insert the paragraphs below as applicable to the Notes*)

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36 Not Applicable for Notes with a denomination per Note of EUR 100,000 or more.

37 Not Applicable for Notes with a denomination per Note of EUR 100,000 or more.

[Need to include details of where past and future performance and volatility of the index/equity/formula/other variable can be obtained by electronic means and whether or not it can be obtained free of charge [and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.] [Where the underlying is an Index or Inflation Index need to include the name of the Index or Inflation Index and an indication of where to obtain information about the Index or Inflation Index] [Where the underlying is a Share or ETF Interest include name of issuer of such Share or ETF Interest and ISIN or other relevant identification number of such underlying.] [Where the underlying is a Fund, provide similar information.] [Where the underlying is a Futures Contract, include details of the asset underlying such contract.]

[The value of the Notes is linked to the positive or negative performance of the Relevant Underlying. An increase in the [value]/[level] of the Relevant Underlying will have a [positive]/[negative] effect on the value of the Notes, and a decrease in the [value]/[level] of the Relevant Underlying will have a [positive]/[negative] effect on the value of the Notes.]

[The [interest] [and] [redemption] amount[s] payable on the Notes [is/are] dependent on the value or performance of the Relevant Underlying [reaching]]/[not reaching] the threshold or barrier [respectively] and a small increase or decrease in the value or performance of the Relevant Underlying near to the threshold or barrier may lead to a significant increase or decrease in the return of the Notes [and the Noteholders may receive no interest at all.]

[The [interest] [and] [redemption] [amount][s] payable on the Notes [is/are] linked to the value or performance of the Relevant Underlying as of one or more predefined dates and irrespective of the level of the Relevant Underlying between these dates, the values or and performance of the Relevant Underlying on these dates will affect the value of the Notes more than any other factor.]

[The Final Redemption Amount payable on the Notes is linked to [a specified percentage of] the performance of the Relevant Underlying and Noteholders may not receive the amount initially invested, and may receive a significantly lesser amount [/ subject to the minimum amount specified.]

The market price or the value of the Notes at any time is expected to be affected by changes in the value of the Relevant Underlying to which the Notes are linked.

[The market price or value of the Notes could, in certain circumstances, be affected by fluctuations in the actual or anticipated rates of dividend (if any) or other distributions of the Relevant Underlying.]

[Determinations of amounts payable under the Notes are made by reference to the arithmetic average of the values or performances of [all]/[the selected] the Basket Components. The Basket Components are given different weightings. The higher the weighting applicable to a particular Basket Component, the more Noteholders will be exposed to the value or performance of that Basket Component in comparison with the remaining Basket Components.]

[*To be inserted if Index is a decrement Index*: The [*Insert name of the relevant Index/Indices*] ([the][each a] "**Index**") [is][are each] a 'decrement' index. This means [each][the] Index represents the performance of a strategy tracking a given total return index from which a pre-determined amount (a "**synthetic dividend**") is deducted periodically. [In respect of [Insert name of the relevant Index/Indices],][T][t]he synthetic dividend is expressed as [a fixed percentage ([●]%)]/[an index point ([●] index point)][*specify per decrement index*].

Depending on the level of dividends paid by the relevant companies, a decrement index may perform differently in comparison to other market indices that include dividend adjustments due to the different methodologies adopted.

A "price return" index is calculated on the basis that dividends paid on the components are not reinvested. A standard "total return" index is calculated on the basis that dividends paid on the components are reinvested, thereby increasing the value of [the][each] index compared to the price return version. Due to the fixed amount of synthetic dividend being subtracted from [the][each] Index, such Index will underperform an otherwise equivalent total return index where dividends are invested. In case the synthetic dividend is larger than the realised level of dividends paid by the relevant companies, the decrement index will underperform an otherwise equivalent price return index.]

[*Insert this additional language in respect of a Decrement Index which tracks the performance of a single component security*: As [*Insert name of the relevant Index/Indices*] [*insert relevant decrement index/indices*] tracks the performance of a single component security, [each] such Decrement Index (after deduction of the pre-determined synthetic dividend) will underperform a direct investment in such component security (i.e. because such direct investment would benefit from dividends paid by the component security without any deduction of the synthetic dividend).]

[*To be inserted if Inverse Floater Rate is applicable:* [With respect to each Interest Period during which the Inverse Floater Rate is applicable,] [T/t]he market price or value of the Notes is linked to the positive or negative performance of the Floating Interest Rate. The amount of interest payable on the Notes is inversely related to the Floating Interest Rate. Any interest Noteholders may receive is based inversely on the level of the Floating Interest Rate because the Rate of Interest will be equal to the difference between the Fixed Interest Rate ([●]%) and the Floating Interest Rate. If the Floating Interest Rate with respect to an Interest Period increases, the difference between the Fixed Interest Rate ([●]%) and the Floating Interest Rate will decrease and the interest Noteholders will earn, if any, with respect to such Interest Period will decrease and could be zero.]

(*When completing this paragraph, consideration should be given as to whether such matters described constitute "significant new factors" and consequently trigger the need for a supplement to the Base Prospectus under Article 23 of the Prospectus Regulation*)

The Issuer [intends to provide post-issuance information [specify what information will be reported and where it can be obtained]] [does not intend to provide post-issuance information].

8. OPERATIONAL INFORMATION

ISIN Code:	[•]
Common Code:	[•]
CFI:	[[●]/Not Applicable]
FISN:	[[●]/Not Applicable]
Any clearing system(s) other than Euroclear France/Euroclear Bank SA/NV and Clearstream Banking	[Not Applicable/*give name(s) and number(s)*]

	société anonyme and the relevant identification number(s):	
	Delivery:	Delivery [against/free of] payment
	Names and addresses of initial Paying Agent(s):	[•]
	Names and addresses of additional Paying Agent(s) (if any):	[•]
	Name of the Calculation Agent / Determination Agent:	[•]/Not Applicable
	Intended to be held in a manner which would allow Eurosystem eligibility:	[Yes][No]
	[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:	[●]][38]
9.	**TERMS AND CONDITIONS OF THE OFFER**	[Not Applicable]/[Applicable][39]
	Total amount of offer:	[•]
	If the amount is not fixed, description of the arrangements and time for announcing to the public the definitive amount of the offer.	[•]
	Conditions to which the offer is subject:	[Not Applicable/ Offers of the Notes are conditional upon their issue]
	The time period, including any possible amendments, during which the offer will be open and description of the application process:	[●]
	Description of possibility to reduce subscriptions and manner for refunding excess amount paid by applicants:	[Not Applicable/*give details*]
	Details of the minimum and/or maximum amount of application (whether in number of securities or aggregate amount to invest):	[Not Applicable/*give details*]

[38] Delete for Notes which are not offered to retail investors or which are offered to retail investors but are not admitted to trading on a regulated market.

[39] Specify "Applicable" for Non-Exempt Offers and "Not Applicable" for Notes with a denomination per Note of EUR 100,000 or more or if no Non-Exempt Offer is contemplated.

	Details of the method and time limited 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 rights and treatment of subscription rights not exercised:	[Not Applicable/*give details*]
	If the offer is being made simultaneously in the markets of two or more countries and if a tranche has been or is being reserved for certain of these, indicate any such tranche:	[Not Applicable/ Offers may be made by Offerors authorised to do so by the Issuer in [*insert jurisdiction where the Base Prospectus has been approved and published and jurisdictions into which it has been passported*] to any person [*insert suitability criteria, if any are deemed appropriate, pursuant to any applicable conduct of business rules*]. In other EEA countries, offers will only be made pursuant to an exemption from the obligation under the Prospectus Regulation to publish a prospectus.]
	Process for notification to applicants of the amount allotted and the indication whether dealing may begin before notification is made:	[Not Applicable/*give details*]
	Amount of any expenses and taxes specifically charged to the subscriber or purchaser:	[Not Applicable/*give details*]
	Name(s) and address(es), to the extent known to the Issuer, of the placers in the various countries where the offer takes place.	[*Please refer to item 34 of Part A above*]
10.	**PLACING AND UNDERWRITING**	[Not Applicable]/[Applicable][40]
	Name and address of the co-ordinator(s) of the global offer and of single parts of the offer and, to the extent known to the issuer or to the offeror, of the placers in the various countries where the offer takes place:	[•]
	Name and address of any paying agents and depository agents in each country:	[•]
	Entities agreeing to underwrite the issue on a firm commitment basis, and entities	[•]

[40] Specify "Not Applicable" for Notes with a denomination per Note of EUR 100,000 or more.

agreeing to place the issue without a firm commitment or under "best efforts" agreements. Where not all of the issue is underwritten, a statement of the portion not covered:

11. **PROHIBITION OF SALES TO EEA RETAIL INVESTORS:** [Applicable]/[Not Applicable]

[*If the Notes do not constitute "packaged" products, "Not Applicable" should be specified. If the Notes may constitute "packaged" products and no "PRIIPs key information document" will be prepared, "Applicable" should be specified*]

12. **DETAILS OF BENCHMARKS ADMINISTRATORS AND REGISTRATION UNDER BENCHMARKS REGULATION:**

[Not Applicable] [[with respect to [*specify out of scope benchmark(s)*]] (*Include "Not Applicable" if, as far as the Issuer is aware, these Final Terms do not reference one or more benchmark(s) in scope of the Benchmarks Regulation. Note since 1 January 2026, the scope of the Benchmarks Regulation is narrowed and only critical benchmarks, significant benchmarks, EU Paris-Aligned Benchmarks, EU Climate Transition Benchmarks and commodity benchmarks subject to Annex II of the Benchmarks Regulation fall within the scope*)]]

/

[[*specify benchmark*] is administered by [*insert legal name of administrator*], who as at the date of these Final Terms, [appears/does not appear] on the register [(the **BMR Register**)] of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of the Benchmarks (Regulation (EU) 2016/1011), as amended (the **Benchmarks Regulation**) [and as at the date of these Final Terms, no public notice has been included in the Register with respect to [*specify benchmark*]][41].

[As far as the Issuer is aware [*insert legal name of administrator*] is not required to be registered by virtue of Article 2 of the EU Benchmark Regulation.]/[As far as the Issuer is aware, the transitional provisions in the Benchmarks Regulation apply, such that [*insert legal name of administrator*] is not currently required to be included in the BMR Register as authorised or registered (or if located outside the European Union, recognised, endorsed or benefitting from equivalence, provided that [*insert legal name of administrator*] has submitted an application for authorisation, registration, recognition or endorsement (as applicable) and unless and until such application has failed or been refused.).][42]

[Amounts payable under the Notes are calculated by reference to [*specify benchmark*], which is provided by [*administrator legal name*] (the **Administrator**). As at the date of this Final Terms, the Administrator appears on the register of administrators and benchmarks established and maintained by the European Securities and Markets Authority pursuant to Article 36 of Regulation (EU) 2016/1011 (as amended, the **Benchmarks Regulation**) as it provides benchmark(s) other than [*specify benchmark*] that are in scope of the Benchmarks

41 Include if the Administrator appears on the Register – ensure the Register is checked for public notices.

42 Since 1 January 2026, the transitional provisions in the EU Benchmarks Regulation only apply (subject to certain exemptions for FX benchmarks) to the extent the relevant administrator has submitted an application for recognition or endorsement before this date which has not been refused by ESMA.

Regulation. However, as far as Issuer is aware, [*specify benchmark*] is not required to be registered by virtue of Article 2 of the EU Benchmarks Regulation.] *(Specify where these Final Terms reference benchmark(s) which are out of scope of the Benchmarks Regulation but the relevant administrator is nevertheless included in the register as it provides a benchmark that is in scope of the Benchmarks Regulation)*

[As at the date of these Final Terms, [●] appears on the register of administrators and benchmarks established and maintained by the Financial Conduct Authority in the United Kingdom.]]

(*repeat as appropriate*)[43]

13. **INDEX DISCLAIMER(S)**

[Applicable]/[Not Applicable]

[●]

(*If the Notes are linked to an Index or more, insert the relevant Index disclaimer(s))*

14. **[UNITED STATES TAXATION[44]**

[A Non-U.S. holder will be subject to U.S. withholding tax unless the beneficial owner of the Note (or a financial institution holding the Notes on behalf of the beneficial owner) furnishes the appropriate IRS Form W-8, on which the beneficial owner certifies under penalties of perjury that it is not a U.S. person. If withholding or deduction of taxes is required by law (regardless of whether a holder furnished an appropriate form), payments on the Notes will be made net of applicable withholding taxes, and the Issuer will not be required to pay any additional amounts to Non-U.S. holders with respect to any taxes withheld.][45]

[A Non-U.S. holder will be subject to U.S. withholding tax unless the beneficial owner of the note (or a financial institution holding the note on behalf of the beneficial owner) furnishes the appropriate IRS Form W-8, on which the beneficial owner certifies under penalties of perjury that it is not a U.S. person and that it is eligible for treaty benefits under an "other income" provision of a US income tax treaty. If withholding or deduction of taxes is required by law (regardless of whether a holder furnished an appropriate form), payments on the notes will be made net of applicable withholding taxes, and the Issuer will not be required to pay any additional amounts to Non-U.S. holders with respect to any taxes withheld.][46]]

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43 To the extent the Final Terms apply to multiple benchmarks, repeat as appropriate.

44 Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer.

45 Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Notes are not "other income" securities.

46 Insert if Morgan Stanley or Morgan Stanley Finance LLC is the Issuer and the Notes are "other income" securities.

SCHEDULE 1

(ADDITIONAL PROVISIONS FOR DETERMINATION OF FIXED INTEREST RATE)

(a) Fixed Interest Rate: [[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other *(specify)*] in arrear]/

[*OR*]

Interest Period	**Fixed Interest Rate**
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] *(repeat as required)*	[●] per cent. per annum [payable [annually/semi-annually/quarterly/monthly/other *(specify)*] in arrear] *(repeat as required)*

(b) Fixed Coupon Amount(s): [●] per Calculation Amount/[Not Applicable]

[OR]

Interest Period	**Fixed Coupon Amount**
From (and including) the [Interest Commencement Date]/[Interest Payment Date] [falling on]/[scheduled to fall on] [●] to (but excluding) the Interest Payment Date [falling on]/[scheduled to fall on] [●] [(such scheduled Interest Payment Dates not being adjusted for any Business Day Convention)] *(repeat as required)*	[●] per Calculation Amount/[Not Applicable] *(repeat as required)*

(c) Broken Amount(s): [[●] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]]/[Not Applicable]

[OR]

Interest Payment Date(s)	**Broken Amount**
[●] *(repeat as required)*	[●] per Calculation Amount/[Not Applicable] *(repeat as required)*

(d)	Day Count Fraction:	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]

SCHEDULE 2

(ADDITIONAL PROVISIONS FOR DETERMINATION OF FLOATING INTEREST RATE)

(a)	Screen Rate Determination:	[Applicable]/[Not Applicable] (*If Not Applicable, delete the remaining sub-paragraphs of this paragraph*)
	• Reference Rate:	[●]
	• Provisions specific to SOFR as Reference Rate - SOFR Benchmark (Condition 6.7):	[Not Applicable] [SOFR Compound with Lookback Lookback Days: [●] U.S. Government Securities Business Days] [SOFR Compound with Observation Period Shift Observation Shift Days: [●] U.S. Government Securities Business Days] [SOFR Compound with Payment Delay [Interest Payment Delay: [●] U.S. Government Securities Business Days]] [SOFR Index Average SOFR $\text{Index}_{\text{Start}}$: [●] U.S. Government Securities Business Days preceding the first date of the relevant Interest Period SOFR $\text{Index}_{\text{End}}$: [●] U.S. Government Securities Business Days preceding the Interest Period End Date relating to the relevant Interest Period Observation Shift Days: [●] U.S. Government Securities Business Days]
	• Provisions specific to SONIA as Reference Rate – SONIA Benchmark (Condition 6.8):	[Not Applicable] [SONIA Compound with Lookback Lookback Days: [●] London Banking Days] [SONIA Compound with Observation Period Shift Observation Shift Days: [●] London Banking Days] [SONIA Compound with Payment Delay [SONIA Rate Cut-Off Date: [●] London Banking Days] [Interest Payment Delay: [●] London Banking Days]] [SONIA Index Average Relevant Number: [●] [Observation Shift Days: [●] London Banking Days]]

- Provisions specific to €STR as Reference Rate – €STR Benchmark (Condition 6.9):

[€STR Compound with Lookback

Lookback Days: [●] T2 Settlement Days]

[€STR Compound with Observation Period Shift

Observation Shift Days: [●] T2 Settlement Days]

[€STR Compound with Payment Delay

[€STR Rate Cut-Off Date: [●] T2 Settlement Days]

[Interest Payment Delay: [●] T2 Settlement Days]]

[€STR Index Average

Relevant Number: [●]

[Observation Shift Days: [●] T2 Settlement Days]]

- Provisions specific to SARON as Reference Rate – SARON Benchmark (Condition 6.10):

[SARON Compound with Lookback

Lookback Days: [●] Zurich Banking Days]

[SARON Compound with Observation Period Shift

Observation Shift Days: [●] Zurich Banking Days]

[SARON Compound with Payment Delay

[SARON Rate Cut-Off Date: [●] Zurich Banking Days]

[Interest Payment Delay: [●] Zurich Banking Days]]

[SAION Index Average

Relevant Number: [●]

[Observation Shift Days: [●] Zurich Banking Days]]

- Provisions specific to TONA as Reference Rate – TONA Benchmark (Condition 6.11):

[TONA Compound with Lookback

Lookback Days: [●] Tokyo Banking Days]

[TONA Compound with Observation Period Shift

Observation Shift Days: [●] Tokyo Banking Days]

[TONA Compound with Payment Delay

[TONA Rate Cut-Off Date: [●] Tokyo Banking Days]

[Interest Payment Delay: [●] Tokyo Banking Days]]

[TONA Index Average

Relevant Number: [●]

[Observation Shift Days: [●] Tokyo Banking Days]]

- Designated Maturity: [●]/[Not Applicable]

- Interest Determination Date(s): [Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second T2 Settlement Day prior to the

start of each Interest Period]]/[Daily Rate Determination is applicable]

- Relevant Screen Page: [●]
- Margin: [[+/-][●] per cent. per annum]/[As specified in the Rate Table below]
- Interest Participation Rate: [●]/[As specified in the Rate Table below]
- [Rate Table:]

Rate Table		
Interest Payment Date(s)	**Margin**	**Interest Participation Rate**
[●] *(repeat as required)*	[[+/-][●] per cent. per annum] *(repeat as required)*	[●] *(repeat as required)*

- Minimum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]
- Maximum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]

(b) ISDA Determination: [Applicable]/[Not Applicable] (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

- Floating Rate Option: [●]
- Designated Maturity: [●]/[Not Applicable] (*Only applicable where the Floating Rate Option is not an overnight rate*)
- Fixing Day: [•]
- Reset Date: [●]
- Overnight Floating Rate Option: [Applicable]/[Not Applicable]
- Index Floating Rate Option: [Applicable]/[Not Applicable]
- Overnight Rate Compounding Method: [Not Applicable] (*Specify as Not Applicable if Averaging applies*)

  [OIS Compounding

  [Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

  [Daily Capped Rate: [●]]

  [Daily Floored Rate: [●]]]

  [Compounding with Lookback

[Lookback: [●] Applicable Business Days]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Compounding with Observation Period Shift

Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Compounding with Lockout

[Lockout: [●] Lockout Period Business Days]

[Lockout Period Business Days: [●]/[Applicable Business Days]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Applicable, as per the Floating Rate Matrix (as defined in the ISDA Definitions)]

- Overnight Rate Averaging Method: [Not Applicable] (*Specify as Not Applicable if Compounding applies*)

[Overnight Averaging

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Averaging with Lookback

[Lookback: [●] Applicable Business Days]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Averaging with Observation Period Shift

Set-in-Advance: [Applicable]/[Not Applicable]

[Observation Period Shift: [●] Observation Period Shift Business Days]

[Observation Period Shift Additional Business Days: [●]/[Not Applicable]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Averaging with Lockout

[Lockout: [●] Lockout Period Business Days]

[Lockout Period Business Days: [●]/[Applicable Business Days]]

[Daily Capped Rate and/or Daily Floored Rate: [Applicable]/[Not Applicable]]

[Daily Capped Rate: [●]]

[Daily Floored Rate: [●]]]

[Applicable, as per the Floating Rate Matrix (as defined in the ISDA Definitions)]

- Index Method: [Not Applicable]

  [Standard Index Method]

  [Compounded Index Method]

  [Compounded Index Method with Observation Period Shift

  Set-in-Advance: [Applicable]/[Not Applicable]

  [Observation Period Shift: [●] Observation Period Shift Business Days]

  [Observation Period Shift Additional Business Days: [●]/[Not Applicable]]]

- Delayed Payment: [Applicable, with the specified number of days being [●] Business Days]/[Not Applicable]

- 2021 ISDA Definitions Linear Interpolation: [Applicable]/[Not Applicable]

- Unscheduled Holiday: [Applicable]/[Not Applicable]

- Period End Date/Termination Date adjustment for Unscheduled Holiday: [Applicable]/[Not Applicable]

- Non-Representative: [Applicable]/[Not Applicable]

- Successor Benchmark: [●]

  Successor Benchmark Effective Date: [●]

- [TEC10 Adjustment:] [Applicable][Not Applicable]]

  (*Only include where the TEC10 is the underlying*)

- If ISDA Determination applies, ISDA Bespoke Fallbacks to apply in priority to other fallbacks in Condition 6.18: [Yes]/[No]

- Margin: [[+/-][●] per cent. per annum]/[As specified in the Rate Table below]

- Interest Participation Rate: [●]/[As specified in the Rate Table below]

- [Rate Table:]

Rate Table		
Interest Payment Date(s)	**Margin**	**Interest Participation Rate**
[●] *(repeat as required)*	[[+/-][●] per cent. per annum] *(repeat as required)*	[●] *(repeat as required)*

- Minimum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]

- Maximum Rate of Interest: [[Not Applicable]/[●] per cent. per annum]

(c) CMS Rate Determination: [Applicable]/[Not Applicable] (*if Not Applicable, delete the remaining sub-paragraphs of this paragraph*)

- CMS Interest Rate: [Single CMS Rate] [Spread CMS Rate]

	[CMS Reference Rate [1]] (*If CMS Interest Rate is Spread CMS Rate, insert this column and heading CMS Reference Rate 1*)	[CMS Reference Rate 2] (*If CMS Interest Rate is Spread CMS Rate, insert this column and heading CMS Reference Rate 2*)
• Specified Swap Rate:	[the swap rate/ mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate]	[the swap rate/ mid-level swap rate/annual swap rate/semi-annual swap rate/quarterly swap rate/quarterly-annual swap rate/quarterly-quarterly swap rate]
• Reference Currency:	[●]	[●]
• Designated Maturity:	[●][month[s]/year[s]]	[●][month[s]/year[s]]

• Relevant Screen Page:	[●]	[●]
• Relevant Time:	[●]	[●]
• Interest Determination Date(s):	[Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second T2 Settlement Day prior to the start of each Interest Period]]/[Daily Rate Determination is applicable]	[Periodic Rate Determination is applicable. The Interest Determination Date(s) [is/are]: [●]/[the first day of each Interest Period]/[the second T2 Settlement Day prior to the start of each Interest Period]]/[Daily Rate Determination is applicable]
• Fallback Rate Determination:	[Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable]	[Determination Agent Fallback: Applicable - to be applied first/second/third]/[Not Applicable]
	Fallback Screen Page: Applicable - to be applied first/second/third]/[Not Applicable]	Fallback Screen Page: Applicable - to be applied first/second/third]/[Not Applicable]
	Mid-Market Quotations: Applicable - to be applied first/second/third]/[Not Applicable]	Mid-Market Quotations: Applicable - to be applied first/second/third]/[Not Applicable]
	[Reference Banks: [●]]	[Reference Banks: [●]]
• Specified Fixed Leg (*for determination of Mid-Market Quotations if specified to be applicable*):	[annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg]	[annual fixed leg/semi-annual fixed leg/quarterly-annual fixed leg/quarterly-quarterly fixed leg]
• Fixed Leg Day Count Basis:	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
• Floating Leg Day Count Basis:	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual

	(ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]	(ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond Basis]/[30E/360]/[Eurobond Basis]/[30E/360 (ISDA)]/[1/1]
• Floating Leg Rate Option:	[●]	[●]
• Margin [1]: *(If CMS Interest Rate is Spread CMS Rate, insert Margin 1)*	[●]/[As specified in the Rate Table below]	
• Margin 2:	[●]/[As specified in the Rate Table below] (*Specify Margin 2 if CMS Interest Rate is Spread CMS Rate, otherwise, delete this paragraph*)	
• Interest Participation Rate [1]: (*If CMS Interest Rate is Spread CMS Rate, insert Interest Participation Rate 1*)	[●]/[As specified in the Rate Table below]	
• Interest Participation Rate 2:	[●]/[As specified in the Rate Table below] (*Specify Interest Participation Rate 2 if CMS Interest Rate is Spread CMS Rate, otherwise delete this paragraph*)	

• [Rate Table:]

Rate Table				
Interest Payment Date	**[Margin [1]]**	**[Margin 2]**	**[Interest Participation Rate [1]]**	**[Interest Participation Rate 2]**
[●] *(repeat as required)*	[●] *(repeat as required)*	[●] *(repeat as required)*	[●] *(repeat as required)*	[●] *(repeat as required)*

• Minimum Rate of Interest:	[[Not Applicable]/[●] per cent. per annum]	
• Maximum Rate of Interest:	[[Not Applicable]/[●] per cent. per annum]	
(d) Linear Interpolation: (Condition 6.3)	[Applicable in respect of the Interest Period: *(repeat applicable Interest Periods)*]/ [Not Applicable]	
(e) Day Count Fraction:	[Actual/Actual (ICMA)]/[Actual/Actual]/[Actual/Actual (ISDA)]/[Actual/365 Fixed)]/[Actual/365L]/[Actual/360]/[30/360]/[30/360 (ICMA)]/[30/360 (ISDA)]/[360/360]/[Bond	

Basis]/[30E/360]/[Eurobond (ISDA)]/[1/1]	Basis]/[30E/360

TAXATION

HOLDERS OF NOTES SHOULD BE AWARE THAT THE TAX LEGISLATION OF A JURISDICTION WHERE A HOLDER IS RESIDENT OR OTHERWISE SUBJECT TO TAXATION (AS WELL AS THE JURISDICTIONS DISCUSSED BELOW) MAY HAVE AN IMPACT ON THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES, INCLUDING IN RESPECT OF ANY INCOME RECEIVED FROM THE NOTES.

The statements below regarding taxation are based on the laws in force in the United Kingdom, The Netherlands, France, Germany, the Grand Duchy of Luxembourg and/or, as the case may be, the United States as of the date of this Base Prospectus and are subject to any changes in law and/or interpretation thereof (potentially with a retroactive effect). The following summary does not purport to be a comprehensive description of all the tax considerations which may be relevant to a decision to subscribe, purchase, own or dispose of the Notes. Each prospective holder or beneficial owner of Notes should consult its tax adviser as to the tax consequences of any investment in or ownership and disposition of the Notes.

French Taxation ..... 641~~643~~
Luxembourg Taxation ..... 643~~645~~
United Kingdom Taxation ..... 646~~648~~
The Netherlands Taxation ..... 649~~651~~
United States Federal Taxation ..... 653~~655~~
German Taxation ..... 659~~661~~
Proposed Financial Transaction Tax ..... **Error! Bookmark not defined.**~~666~~

French Taxation

The following is a summary addressing only certain tax consequences in France relating to the Notes. This summary is based on the laws and regulations in force in France as at the date of this Base Prospectus, which may be subject to changes, potentially with a retroactive effect. Investors should be aware that the statements below are of a general nature and do not constitute legal or tax advice and should not be understood as such. Prospective investors are therefore advised to consult their own qualified advisers so as to determine, in the light of their individual situation, the tax consequences of the purchase, holding, redemption or disposal of the Notes.

Withholding taxes applicable to payments made by the Issuers or the Guarantor under the Notes

The following has been prepared on the assumption that the Issuers and the Guarantor are not (and will not be) French residents for French tax purposes and do not (and will not) have a branch, permanent establishment or other fixed place of business in France.

All payments by the Issuers or the Guarantor, as the case may be, in respect of the Notes will be made free of any compulsory withholding or deduction for or on account of any taxes of whatsoever nature imposed, levied, withheld or assessed by France or any political subdivision or taxing authority thereof or therein.

However, pursuant to Article 125 A, I of the French *Code général des impôts*, interest and similar revenues paid by a paying agent (*établissement payeur*) established in France and received by individuals who are fiscally domiciled in France are, subject to certain exceptions, subject to a 12.8% withholding tax, which is deductible from their personal income tax liability in respect of the year in which the withholding has been made. Social contributions (CSG, CRDS and solidarity levy) are also levied by way of withholding at a global rate of 18.6% on such interest and similar revenues received by individuals who are fiscally domiciled in France, subject to certain exceptions.

Financial transaction tax and registration duties

The following may be relevant in connection with Notes which may be redeemed by way of physical delivery of (i) certain French listed shares (or certain assimilated securities) or (ii) securities representing such French listed shares (or such assimilated securities). In circumstances where the Notes are settled or redeemed by way of physical delivery of assets other than certain French listed shares (or certain assimilated securities) or securities representing such French listed shares (or such assimilated securities), investors are urged to consult their advisor to assess the potential French tax consequences.

Pursuant to Article 235 *ter* ZD of the French *Code général des impôts*, a financial transaction tax (the **French FTT**) is applicable to any acquisition for consideration, resulting in a transfer of ownership, of (i) an equity security (*titre de capital*) as defined by Article L.212-1 A of the French *Code monétaire et financier* or an assimilated equity security (*titre de capital assimilé*) as defined by Article L.211-41 of the French *Code monétaire et financier*, admitted to trading on a recognised stock exchange when such security is issued by a company whose registered office is situated in France and whose market capitalisation exceeds 1 billion Euros on 1 December of the year preceding the year in which the imposition occurs (the **French Shares**) or (ii) a security (*titre*) representing French Shares (irrespective of the location of the registered office of the issuer of such security). The French FTT could apply in certain circumstances to the acquisition of French Shares (or securities representing French Shares) in connection with the redemption of any Note.

There are a number of exemptions from the French FTT and investors should consult with their counsel to identify whether they can benefit from them.

The rate of the French FTT Tax is 0.4% of the acquisition value of the French Shares (or securities representing the French Shares).

If the French FTT applies to an acquisition of French Shares, this acquisition is exempt from registration duties (*droits d'enregistrement*) which generally apply at a rate of 0.1% to the sale of shares issued by a company whose registered office is situated in France, provided that in case of shares listed on a recognised stock exchange, registration duties are due only if the sale is evidenced by a deed.

Luxembourg Taxation

The following is a general description of certain Luxembourg tax considerations relating to the Notes. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in Luxembourg or elsewhere. Prospective purchasers of the Notes should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Notes payments of interest, principal and/or other amounts under the Notes and the consequences of such actions under the tax laws of Luxembourg. The following is based upon the law as in effect on the date of this Base Prospectus. Prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Notes. Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a withholding tax or other taxes refers to Luxembourg tax law and/or concepts only. A Noteholder may not become resident, or 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. Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Also, please note that a reference to Luxembourg income tax generally 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 taxes, municipal business tax, as well as the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

Taxation of the Noteholders

Withholding tax

1. Non-resident Noteholders

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident Noteholders, nor on accrued but unpaid interest in respect of the Notes which are not profit participating, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by non-resident Noteholders.

2. Resident Noteholders

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**RELIBI Law**"), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident Noteholders, nor on accrued but unpaid interest in respect of the Notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Notes held by Luxembourg resident Noteholders.

Under the RELIBI Law, ""a 20% withholding tax is levied on payments of interest or similar income made by Luxembourg paying agents to (or for the benefit of) Luxembourg resident individuals Noteholders. This withholding tax also applies on accrued interest received upon sale, disposal, redemption or repurchase of the Notes. Such withholding tax is 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 who does not hold the Notes as business assets.

Responsibility for the withholding of tax in application of the above-mentioned RELIBI Law is assumed by the Luxembourg paying agent within the meaning of the RELIBI Law.

Income Taxation

1. Non-resident Noteholders

A non-resident Noteholder, not having a permanent establishment or permanent representative in Luxembourg to which/whom such Notes are attributable, is not subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes. A gain realised by such non-resident Noteholder on the sale or disposal, in any form whatsoever, of the Notes is further not subject to Luxembourg income tax.

A non-resident Noteholder acting in the course of the management of professional or business undertaking, who has a permanent establishment or permanent representative in Luxembourg to which or to whom such Notes are attributable, is subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Notes and on any gains realised upon the sale or disposal, in any form whatsoever of the Notes.

2. Resident Noteholders

Noteholders who/which are resident of Luxembourg will not be liable for any Luxembourg income tax on repayment of principal.

1. Luxembourg resident corporate Noteholder

A corporate Noteholder must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realized on the sale or disposal, in any form whatsoever, of the Notes, in its taxable income for Luxembourg income tax assessment purposes.

Luxembourg Noteholders which are companies benefiting from a special tax regime such as (i) family wealth management companies subject to the Luxembourg law of 11 May 2007 on family estate management companies, as amended; (ii) undertakings for collective investment subject to the Luxembourg law of 17 December 2010 on undertakings for collective investment (replacing the law of 20 December 2002), as amended; (iii) specialised investment funds subject to the Luxembourg law of 13 February 2007 on specialised investment funds, as amended; or (iv) a company regulated by the Luxembourg law of 23 July 2016 on reserved alternative investment funds and which does not fall under the special tax regime set out in article 48 thereof, are not subject to any 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 Securities.

2. Luxembourg resident individual Noteholder

An individual Noteholder, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, is subject to Luxembourg income tax at progressive rates in respect of interest received, redemption premiums or issue discounts in respect of the Notes, except if (i) withholding tax has been levied on such payments in accordance with the RELIBI Law; or (ii) the individual Noteholder has opted for the application of a 20% withholding tax in full discharge of income tax in accordance with the RELIBI Law, which applies if a payment of interest has been made or ascribed by a paying agent established outside Luxembourg in an EU Member State or in a State of the European Economic Area.

Under Luxembourg domestic tax law, gains realised by an individual Noteholder, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, upon the sale or disposal, in any form whatsoever, of Notes are not subject to Luxembourg income tax, provided this sale or disposal took place more than six months after the acquisition of the Notes and the Notes do not constitute Zero Coupon Notes. However, any portion of such gain corresponding to

accrued but unpaid interest income is subject to Luxembourg income tax, except if tax has been levied on such interest in accordance with the RELIBI Law.

An individual Noteholder acting in the course of the management of professional or business undertaking must include this interest in its taxable basis. In that event, such 20% withholding tax levied will be credited against their final income tax liability.

Gains realised by an individual Noteholder acting in the course of the management of a professional or business undertaking and who is resident of Luxembourg for tax purposes are subject to Luxembourg income taxes at the progressive ordinary rate. Also for individuals carrying on a business activity such gains should be subject to municipal business tax at a rate of 6.75% (for Luxembourg City).

Net wealth tax

A corporate Noteholder, whether it is a resident of Luxembourg for tax purposes or, if not, it maintains a permanent establishment or a permanent representative in Luxembourg to which such Notes are attributable, is subject to Luxembourg net wealth tax on such Notes, except if the Noteholder is governed by (i) the Luxembourg law of 11 May 2007 on family estate companies, as amended; (ii) the Luxembourg law of 17 December 2010 on undertakings for collective investment, as amended; (iii) the Luxembourg law of 13 February 2007 on specialised investment funds, as amended; or (iv) it is a securitisation company governed by the Luxembourg law of 22 March 2004 on securitisation, as amended; or (v) it is a capital company governed by the Luxembourg law of 15 June 2004 relating to the investment company in risk capital, as amended; or (vi) it is a professional pension institution in the form of variable capital companies (*sociétés d'épargne-pension à capital variable* - SEPCAVs) or an association (*associations d'épargne-pension* - ASSEPs) governed by the Luxembourg law of 13 July 2005 on institutions for occupational retirement provision in the form of pension savings companies with variable capital and pension savings associations, as amended; or (vii) it is a reserved alternative investment fund, subject to the Luxembourg law of 23 July 2016 on reserved alternative investment funds[47].

An individual Noteholder, whether he/she is resident of Luxembourg or not, is not subject to Luxembourg net wealth tax on Notes.

Other taxes

In principle, neither the issuance nor the transfer, repurchase or redemption of the Notes will give rise to any Luxembourg registration tax or similar taxes. 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.

Under present Luxembourg tax law, in the case where a Noteholder is a resident for tax purposes of Luxembourg at the time of his death, the Notes are included in his taxable estate.

No estate or inheritance taxes are levied on the transfer of the Notes, upon death of a Noteholder, in cases where the deceased was not a resident of Luxembourg for inheritance tax purposes.

Gift tax may be due on a gift or donation of Notes, if the gift or donation is recorded in a Luxembourg deed passed in front of a Luxembourg notary or recorded in Luxembourg.

[47] 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.

United Kingdom Taxation

The following disclosure applies in respect of Notes issued by Morgan Stanley, MSI plc, MSBV, MSFL or MSESE, and references in this section on United Kingdom taxation to "**Notes**" and references to "**Noteholders**", should be construed accordingly.

The following is a general description of the United Kingdom withholding taxation treatment at the date hereof in relation to payments of principal and interest in respect of the Notes. The comments do not deal with other United Kingdom tax aspects of acquiring, holding, disposing of, or abandoning Notes. Transactions involving Notes, including the issue and subscription of Notes, any purchase or disposal or settlement of Notes, may have United Kingdom tax consequences for potential purchasers (including but not limited to, transfer taxes and possible withholding or deduction for or on account of United Kingdom tax from payments made in respect of the Notes). The tax consequences may depend, amongst other things, on the status of the potential investor and the terms and conditions of a particular Note as specified in the Final Terms. It is based on current law and practice of HM Revenue and Customs (**HMRC**), both of which may be subject to change, sometimes with retrospective effect. The comments relate only to the position of persons who hold their Notes as investments and are the absolute beneficial owners thereof. Prospective purchasers and Noteholders should be aware that the particular terms of issue of any series of Notes as specified in the relevant Final Terms may affect the tax treatment of that and other series of Notes. The following is a general guide and should be treated with appropriate caution. It is not intended as tax advice and it does not purport to describe all of the tax considerations that may be relevant to a prospective purchaser. Prospective purchasers and Noteholders who are in any doubt as to their tax position should consult their professional advisers about tax implications of purchasing and holding a Note, any transaction involving a Note, and any transaction involved in the exercise and settlement of a Note. Noteholders who may be liable to taxation in jurisdictions other than the United Kingdom are particularly advised to consult their professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions), since the following comments relate only to certain United Kingdom withholding taxation aspects of payments in respect of the Notes. In particular, Noteholders and Noteholders should be aware that they may be liable to taxation under the laws of other jurisdictions in relation to payments in respect of the Notes even if such payments may be made without withholding or deduction for or on account of taxation under the laws of the United Kingdom.

1. NOTES – U.K. WITHHOLDING TAX ON INTEREST PAYMENTS BY THE ISSUERS

Interest on Notes issued for a term of less than one year (and which are not issued under arrangements the effect of which is to render the Notes part of a borrowing with a total term of one year or more) may be paid by the relevant Issuer without withholding or deduction for or on account of United Kingdom income tax. Interest on Notes issued for a term of one year or more (or under arrangements the effect of which is to render the Notes part of a borrowing with a total term of one year or more) may be paid by the relevant Issuer without withholding or deduction for or on account of United Kingdom income tax except in circumstances where such interest has a United Kingdom source. The location of the source of a payment is a complex matter. It is necessary to have regard to case law and HMRC practice. Case law has established that in determining the source of interest all relevant factors must be taken into account. HMRC has indicated (in guidance pre-dating recent case law) that the most important factors in determining the source of a payment are those which influence where a creditor would sue for payment and has stated that the place where the Issuer does business and the place where its assets are located are the most important factors in this regard; however, HMRC has also indicated that, depending on the circumstances, other relevant factors may include the place of performance of the contract, the method of payment, the proper law of contract, the competent jurisdiction for any legal action, the location of any security for the debt and the residence of the Guarantor, although other factors may also be relevant.

Interest which has a United Kingdom source (**U.K. interest**) may be paid by the relevant Issuer without withholding or deduction for or on account of United Kingdom income tax if the Notes in respect of which the U.K. interest is paid constitute "quoted Eurobonds". Notes which carry a right to interest will constitute "quoted Eurobonds" provided they are and continue to be listed on a recognised stock exchange. Notes will be regarded as "listed on a recognised stock exchange" for this purpose if they are admitted to trading on an exchange designated as a recognised stock exchange by an order made by the Commissioners for HMRC and either they are included in the United Kingdom's official list (within the meaning of Part 6 or the Financial Services and Markets Act 2000) or they are officially listed in the country of that stock exchange in accordance with provisions corresponding to those generally applicable in European Economic Area states in a country outside the United Kingdom in which is a recognised stock exchange. The Luxembourg Stock Exchange is a recognised stock exchange for these purposes. Notes will be treated as listed on the Luxembourg Stock Exchange if they are both admitted to trading on the regulated market of the Luxembourg Stock Exchange and are officially listed in Luxembourg in accordance with provisions corresponding to those generally applicable in countries in the European Economic Area. The Euro MTF is a multilateral trading facility operated by an EEA regulated recognised stock exchange (Bourse de Luxembourg) for these purposes. Notes displayed on the Luxembourg Stock Exchange Securities Official List without admission to trading will not constitute "quoted Eurobonds" for these purposes.

If the Notes do not constitute "quoted Eurobonds", payments of interest on the Notes may still be made without withholding or deduction for or on account of United Kingdom income tax, provided that the relevant Issuer is and continues to be authorised for the purposes of the Financial Services and Markets Act 2000 and its business is and continues to consist wholly or mainly of dealing in financial instruments (within the meaning of section 885 of the Income Tax Act 2007) as principal and that such payments are made in the ordinary course of that business. On the basis of HMRC published practice in the context of a similar provision, interest will be accepted as being paid in the ordinary course of business unless the characteristics of the transaction giving rise to the interest are primarily attributable to an intention to avoid United Kingdom tax.

In all other cases, U.K. interest on the Notes may fall to be paid under deduction of United Kingdom income tax at the basic rate (currently 20%) subject to such relief as may be available following a direction from HMRC pursuant to the provisions of any applicable double taxation treaty or to any other exemption which may apply.

2. PAYMENTS BY GUARANTOR

If the Guarantor makes any payments in respect of interest on the Notes (or other amounts due under the Notes other than the repayment of amounts subscribed for the Notes) and such payment have a United Kingdom source, such payments may be subject to United Kingdom withholding tax at the basic rate (currently 20%) subject to such relief as may be available under the provisions of any applicable double taxation treaty or to any other exemption which may apply. Whether such payment made by the Guarantor have a United Kingdom source is a complex matter and is likely to be determined by reference to the factors set out in paragraph 1 above. Such payments by the Guarantor may not be eligible for the exemptions described in paragraph 1 above.

3. OTHER RULES RELATING TO UNITED KINGDOM WITHHOLDING TAX

Notes may be issued at an issue price of less than 100 per cent. of their principal amount. Whether any discount element on such Notes will be subject to any United Kingdom withholding tax pursuant to the provisions mentioned above, will depend on the precise terms of the Notes.

Where Notes are to be, or may fall to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest. Payments of interest are subject to United Kingdom withholding tax as outlined above.

Where interest has been paid under deduction of United Kingdom income tax, Noteholders who are not resident in the United Kingdom may be able to recover all or part of the tax deducted if there is an appropriate provision in any applicable double taxation treaty.

The references to "**interest**" above mean "interest" as understood in United Kingdom tax law. The statements above do not take any account of any different definitions of "interest" or principal" which may prevail under any other law or which may be created by the terms and conditions of the Notes or any related documentation. Where a payment on a Note does not constitute (or is not treated as) interest for United Kingdom tax purposes, and the payment has a United Kingdom source, it would potentially be subject to United Kingdom withholding tax if, for example, it constitutes (or is treated as) an annual payment or a manufactured payment, rent or royalties for United Kingdom tax purposes. Where a payment is subject to United Kingdom withholding tax, depending on the nature of the payment (which will be determined by, amongst other things, the terms and conditions specified by the Final Terms of the Note), the payment may fall to be made under deduction of United Kingdom tax (the rate of withholding depending on the nature of the payment), subject to any exemption from withholding which may apply and to such relief as may be available under the provisions of any applicable double tax treaty.

The Netherlands Taxation

The following disclosure applies only in respect of Notes issued by MSBV and not in respect of Notes issued by Morgan Stanley, MSFL, MSI plc or MSESE. References in this section on Netherlands taxation to "Issuer" refer only to MSBV, reference to "Notes" refer only to Notes issued by MSBV and references to holders of Notes should be construed accordingly.

The following general description of certain Dutch taxation matters is based on the laws and practice in force as of the date of this Base Prospectus and is subject to any changes in law and the interpretation and application thereof, which changes could be made with retroactive effect. The following general description does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to acquire, hold or dispose of a Note, and does not purport to deal with the tax consequences applicable to all categories of investors, some of which may be subject to special rules.

For the purpose of this general description it is assumed that no individual or entity holding a Note has or will have a substantial interest, or - in the case of a holder of a Note being an entity - a deemed substantial interest, in the Issuer and that no connected person (verbonden persoon) to the holder of a Note has or will have a substantial interest in the Issuer.

Generally speaking, an individual has a substantial interest in a company if (a) such individual, either alone or together with such individual's partner, directly or indirectly has, or is deemed to have or (b) certain relatives of such individual or such individual's partner directly or indirectly have or are deemed to have (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent or more of either the annual profit or the liquidation proceeds of such company

Generally speaking, an entity has a substantial interest in a company if such entity, directly or indirectly has (i) the ownership of, a right to acquire the ownership of, or certain rights over, shares representing 5 per cent or more of either the total issued and outstanding capital of such company or the issued and outstanding capital of any class of shares of such company, or (ii) the ownership of, or certain rights over, profit participating certificates (winstbewijzen) that relate to 5 per cent or more of either the annual profit or the liquidation proceeds of such company. An entity holding a Note has a deemed substantial interest in a company if such entity has disposed of or is deemed to have disposed of all or part of a substantial interest on a non-recognition basis.

This summary does not address the Netherlands tax consequences for a holder of a Note that is an entity considered to be affiliated (gelieerd) to MSBV within the meaning of the Dutch Withholding Tax Act 2021 (Wet bronbelasting 2021). Generally, a holder of a Note is regarded as 'affiliated' for these purposes if, whether individually or as part of a qualifying unity (kwalificerende eenheid): (i) the holder of a Note (or a direct or indirect participant in such holder of a Note) holds a qualifying interest in MSBV, (ii) MSBV holds a qualifying interest in the holder of a Note (or a direct or indirect participant in such holder of a Note), or (iii) a third party holds a qualifying interest in both MSBV and the holder of a Note (or a direct or indirect participant in such holder of a Note). A qualifying interest is an interest that allows the holder, or the qualifying unity of which it forms part, to exercise a influence over the other party's decisions in such a way that it is able to determine the activities of the other party. A party is in any case considered to hold a qualifying interest in another party if it, (directly or indirectly,) holds more than 50 per cent. of the voting rights in such other party. A qualifying unity is defined as entities that have been established and/or are acting jointly with the primary purpose, or one of the primary purposes, to avoid the imposition of tax on one or more of such entities, for example where the controlling interest (to be) held is divided into various non-controlling interests with the primary purpose, or one of the primary purposes, to avoid the aforementioned tax.

This summary does not address the Netherlands tax consequences for a holder of a Note in respect of the Dutch Minimum Taxation Act 2024 (Wet minimumbelasting 2024) (which is the Dutch implementation of Council Directive (EU) 2022/2523 of 14 December 2022 on ensuring a global minimum level of taxation for multinational enterprise groups and large-scale domestic groups in the EU).

For the purpose of this general description, the term "entity" means a corporation as well as any other person that is taxable as a corporation for Dutch corporate tax purposes.

Where this general description refers to a holder of a Note, an individual holding a Note or an entity holding a Note, such reference is restricted to an individual or entity holding legal title to as well as an economic interest in such Note or otherwise being regarded as owning a Note for Dutch tax purposes. It is noted that for purposes of Dutch income, corporate, gift and inheritance tax, assets legally owned by a third party such as a trustee, foundation or similar entity, may be treated as assets owned by the (deemed) settlor, grantor or similar originator or the beneficiaries in proportion to their interest in such arrangement.

Where the general description refers to "The Netherlands" or "Dutch" it refers only to the European part of the Kingdom of the Netherlands.

This summary does not address the Netherlands tax consequences for holders of Notes that are a resident of any non-European part of the Kingdom of the Netherlands.

Investors should consult their professional advisers on the tax consequences of their acquiring, holding and disposing of a Note.

1. WITHHOLDING TAX

All payments under the Notes may be made free of withholding or deduction of any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority thereof or therein, **provided that** (i) the Notes have a maturity – legally or *de facto* - of not more than 50 years, and (ii) the Notes will not represent, be linked to (the performance of) or be convertible (in part or in whole) into, (rights to purchase) (a) shares, (b) profit certificates (*winstbewijzen*), and/or (c) debt instruments having a maturity – legally or *de facto* – of more than 50 years, issued by MSBV, the Guarantor or any other entity related to MSBV and/or the Guarantor.

2. TAXES ON INCOME AND CAPITAL GAINS

RESIDENTS

Resident entities

An entity holding a Note which is, or is deemed to be, resident in the Netherlands for corporate tax purposes and which is not tax exempt, will generally be subject to corporate tax levied at a rate of 25.8 per cent. (19 per cent. over profits up to and including EUR 200,000) in respect of income or a capital gain derived from a Note (rates and brackets for the 2026 tax year).

Resident individuals

An individual holding a Note who is, or is deemed to be, resident in the Netherlands for income tax purposes will be subject to income tax in respect of income or a capital gain derived from a Note at rates up to 49.50 per cent. if:

(i) the income or capital gain is attributable to an enterprise from which the holder derives profits (other than as a shareholder); or

(ii) the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

If the above-mentioned conditions (i) and (ii) do not apply, a holder of a Note who is an individual, resident or deemed to be resident in the Netherlands for Netherlands tax purposes will not be subject to Netherlands taxes on income actually received or gains actually realised. Instead, such individual is generally taxed at a flat rate of 36 per cent. on deemed income from "savings and investments" ("*sparen en beleggen*"), which deemed income is determined on the basis of the amount included in the individual's "yield basis" ("*rendementsgrondslag*") (including the Notes) at the beginning of the calendar year (minus a tax-free threshold; the yield basis minus such threshold being the tax basis ("*grondslag sparen en beleggen*")). The deemed income derived from savings and investments will be a percentage of the tax basis that is determined based on the types of assets and amount of liabilities composing the individual's yield basis. The percentages to determine the deemed income will be reassessed every year (with possible retroactive effect to 1 January). An individual holding Notes that is able to demonstrate that its tax liability is determined on the basis of a deemed income derived from savings and investments that exceeds the "actual returns" ("*werkelijk rendement*") of such individual may under certain circumstances elect to be taxed on the basis of such "actual returns" instead. These rules are subject to ongoing litigation and may therefore change. You may need to file (protective) appeals to any assessments based on these rules to benefit from any beneficial case law.

NON-RESIDENTS

A holder of a Note which is not, or is not deemed to be, resident in the Netherlands for the relevant tax purposes will not be subject to taxation on income or a capital gain derived from a Note unless:

(i) the income or capital gain is attributable to an enterprise or part thereof which is either effectively managed in or carried on through a permanent establishment (*vaste inrichting*) or a permanent representative (*vaste vertegenwoordiger*) in the Netherlands;

(ii) the holder is entitled to a share in profits of an enterprise that is effectively managed in the Netherlands, and to which enterprise the income or capital gain is attributable, other than by way of securities; or

(iii) the holder is an individual and the income or capital gain qualifies as income from miscellaneous activities (*belastbaar resultaat uit overige werkzaamheden*) in the Netherlands as defined in the Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), including, without limitation, activities that exceed normal, active asset management (*normaal, actief vermogensbeheer*).

3. GIFT AND INHERITANCE TAXES

Dutch gift or inheritance taxes will not be levied on the occasion of the transfer of a Note by way of gift by, or on the death of, a holder of a Note, unless:

(i) the holder of a Note is, or is deemed to be, resident in the Netherlands for the purpose of the relevant provisions; or

(ii) the transfer is construed as an inheritance or gift made by, or on behalf of, a person who, at the time of the gift or death, is or is deemed to be resident in the Netherlands for the purpose of the relevant provisions.

4. VALUE ADDED TAX

There is no Dutch value added tax payable by a holder of a Note in respect of payments in consideration for the issue of the Notes or in respect of the payment of interest or principal under the Notes, or the transfer of the Notes.

5. OTHER TAXES AND DUTIES

There is no Dutch registration tax, stamp duty or any other similar tax or duty, other than court fees, payable in the Netherlands by a holder of a Note in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including any foreign judgement in the courts of the Netherlands) of a Note or the performance of the Issuer's obligations under a Note.

6. RESIDENCE

A holder of a Note will not be and will not be deemed to be resident in the Netherlands for tax purposes and, subject to the exceptions set out above, will not otherwise be subject to Dutch taxation, by reason only of acquiring, holding or disposing of a Note or the execution, performance, delivery and/or enforcement of a Note.

United States Federal Taxation

This discussion is limited to the U.S. federal tax issues addressed below. Additional issues may exist that are not addressed in this discussion and that could affect the U.S. federal tax treatment of the Notes or the investors. Prospective investors should seek their own advice based upon their particular circumstances from independent tax advisers.

The following are certain of the U.S. federal income and estate tax consequences of ownership and disposition of the Notes by Non-U.S. Holders (as defined below). This summary is based on the Code, administrative pronouncements, judicial decisions and final, temporary and proposed Treasury regulations, all as of the date hereof, changes to any of which subsequent to the date of this Base Prospectus may affect the tax consequences described herein. As used herein, the term "Non-U.S. Holder" means a person that for U.S. federal income tax purposes is a beneficial owner of a Note and is:

- a non-resident alien individual;
- a foreign corporation; or
- a foreign estate or trust.

The term "Non-U.S. Holder" does not include any of the following persons:

- an individual present in the United States for 183 days or more in the taxable year of disposition;
- a former citizen or resident of the United States;
- a person for whom income or gain in respect of the Notes is effectively connected with the conduct of a trade or business in the United States; or
- a person who has a "tax home" (as defined in Section 911(d)(3) of the Code) or an office or other fixed place of business in the United States.

Special rules may also apply to corporations that for U.S. federal income tax purposes are treated as personal holding companies, controlled foreign corporations, or passive foreign investment companies and to shareholders of such corporations, and this discussion does not address such rules. Such persons and their shareholders are urged to consult their own tax advisers regarding the U.S. federal income tax consequences of the ownership and disposition of a Note.

If an entity that is classified as a partnership holds a Note, the tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership. Partnerships holding Notes and their partners should consult their tax advisers regarding the U.S. federal income tax consequences of owning and disposing of a Note.

The following discussion does not address any U.S. tax consequences of the ownership or disposition of any property received upon physical settlement of a Note. Investors should consult their tax advisers regarding any such consequences (including any possible withholding or reporting consequences).

TAX TREATMENT OF THE NOTES

Interest

Except as otherwise discussed below in "*Principal-Protected Exchangeable Notes,* " "*Section 897 of the Code*," "*Dividend Equivalent Amounts*," "*FATCA*" and "*Backup Withholding and Information Reporting*," or otherwise indicated in the applicable Final Terms, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on payments of principal, or interest (including original issue discount, if any) on a Note, or on proceeds from the sale or other disposition of a Note, **provided that**, in the case of a Note issued by Morgan Stanley or MSFL for U.S. federal income tax purposes:

- the Note is treated as indebtedness;

- the Non-U.S. Holder does not own (directly or by attribution) 10 per cent. or more of the total combined voting power of all classes of stock of Morgan Stanley entitled to vote;
- the Non-U.S. Holder is not a bank holding the Note in the context of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;
- the Non-U.S. Holder is not a controlled foreign corporation related, directly or indirectly, to Morgan Stanley through stock ownership; and
- the certification requirement described below has been fulfilled with respect to the beneficial owner, as described below.

The certification requirements referred to in the preceding paragraphs will be fulfilled if the beneficial owner of the Note (or a financial institution holding the Note on behalf of the beneficial owner) furnishes an IRS Form W-8BEN or W-8BEN-E (or with respect to certain holders and beneficial owners, other appropriate forms), on which, among other things, the beneficial owner certifies under penalties of perjury that it is not a United States person, as defined in the Code.

With regard to the above requirements, the Issuers intend to treat Notes for which the amount payable at maturity or early settlement must equal or exceed the issue price (i.e., the first price at which a substantial amount of the Notes is sold to the public) as indebtedness for U.S. federal income tax purposes. There can be no assurance that the Internal Revenue Service ("IRS") or a court will agree.

Principal-Protected Exchangeable Notes

Except as otherwise discussed below in "*—Section 897 of the Code,*" "*—Dividend Equivalent Amounts,*" "*—FATCA*" and "*—Backup Withholding and Information Reporting,*" or otherwise indicated in the applicable Final Terms, a Non-U.S. Holder will generally not be subject to U.S. federal income or withholding tax in respect of a Note that pays at redemption or early settlement a Physical Delivery Amount of securities (or the value thereof in cash) in an amount that must equal or exceed the Note's issue price, provided that:

- in the case of a Note issued by Morgan Stanley or MSFL, the requirements for exemption from tax listed above under "*—Interest*" are met; and
- in the case of a Note issued by Morgan Stanley or MSFL, the Note is exchangeable only into securities that are actively traded, a basket of securities that are actively traded or an index or indices of securities that are actively traded.

No opinion is expressed herein as to the U.S. federal income or withholding tax consequences of the ownership or disposition of the property received in exchange for the Note.

Linked Notes

The U.S. federal income tax consequences to a Non-U.S. Holder of the ownership and disposition of Notes that have principal or interest determined by reference to securities of entities not affiliated with the relevant Issuer, baskets of securities or indices, exchange traded funds or other funds, currencies, futures contracts or CMS reference rates may vary depending upon the exact terms of the Notes and related factors. However, except as otherwise indicated in the applicable Final Terms, for U.S. federal income tax purposes the Issuers intend to treat Notes that pay coupons periodically at an unconditional fixed rate and provide for a payment at maturity or early settlement (other than the stated coupon) that is determined by reference to the performance of a Relevant Underlying and may be lower than, but cannot exceed, their issue price, as a unit consisting of (i) a put right written by a Non-U.S. Holder to the Issuer that, upon the occurrence of certain events, requires a Non-U.S. Holder to pay to the Issuer an amount equal to the deposit (as described in subparagraph (ii)), in exchange for a cash amount based on the value of the Relevant Underlying, and (ii) a deposit with the Issuer of a fixed amount of cash to secure the a Non-U.S. Holder's obligation under the put right. Based on this treatment, a portion of the periodic payments on the Notes will be treated as interest on the deposit, and the remainder will be attributable to the premium on the put right. Except as otherwise discussed below in " *– Section 897 of the Code,*" "*--Dividend Equivalent Amounts*," "*--FATCA*" and "*--Backup*

Withholding and Information Reporting," or otherwise indicated in the applicable Final Terms, the Issuers do not expect payments on such Notes to be subject to any U.S. federal withholding tax, provided that, if the Notes are treated in whole or in part as indebtedness issued by Morgan Stanley or MSFL for U.S. federal income tax purposes, the requirements above under " *–Interest*" are met. However, Notes containing any of these features may be subject to rules that differ from the general rules discussed above. In these instances, the applicable Final Terms will disclose such special rules.

Other Income Coupons

The following discussion under "*—Other Income Coupons*" applies to Notes issued by Morgan Stanley or MSFL that pay in cash periodic coupons and are not described above in "*—Interest,*" "*—Principal-Protected Exchangeable Notes*" or "*—Linked Notes*." The U.S. federal tax treatment of such Notes is unclear due to the absence of statutory, judicial or administrative authorities that directly address such Notes or similar securities, and no ruling is being requested from the IRS with respect to such Notes. Significant aspects of the U.S. federal income tax consequences of an investment in such Notes are uncertain, and no assurance can be given that the IRS or a court will agree with the tax treatment described herein. Accordingly, investors should consult their tax advisers regarding the U.S. federal income tax consequences of an investment in such Notes (including possible alternative treatment thereof).

A Non-U.S. Holder should expect that a withholding agent will treat any coupon payments made by or on behalf of Morgan Stanley or MSFL as subject to U.S. federal withholding tax at a rate of 30 per cent., unless the Non-U.S. Holder establishes an exemption under the "other income" provision of a Qualifying Treaty (as defined below) or, to the extent that any portion of a coupon payment is treated as interest for U.S. federal income tax purposes, an exemption under the "portfolio interest exemption" rules as described below.

An income tax treaty between a non-U.S. jurisdiction and the United States is a "Qualifying Treaty" if it provides for a 0 per cent. rate of tax on "other income" earned by a resident of the non-U.S. jurisdiction from sources within the United States. For example, under current law, the United States' income tax treaty with France is a Qualifying Treaty. Accordingly, if the Non-U.S. Holder is a resident of a non-U.S. jurisdiction that qualifies for benefits under such a Qualifying Treaty, the Non-U.S. Holder should generally be eligible for an exemption under the "other income" provision referred to above if such Non-U.S. Holder timely complies with the certification requirement described below. However, because most income tax treaties contain complex eligibility rules and limitations, a Non-U.S. Holder should consult its tax adviser about its eligibility for this exemption.

To demonstrate its eligibility for the "other income" exemption to the Issuer or an applicable withholding agent, a Non-U.S. Holder generally will be required to provide a properly completed appropriate IRS Form W-8BEN or W-8BEN-E certifying that it is not a U.S. person and that it is eligible for the benefits of the "other income" provision of the relevant Qualifying Treaty (or, if the Non-U.S. Holder holds its Notes through certain qualified intermediaries, it may be permitted to provide alternative documentation in lieu of the appropriate IRS Form W-8BEN or W-8BEN-E to establish that it is not a U.S. person and that it is eligible for the benefits of the "other income" provision of the relevant Qualifying Treaty). A Non-U.S. Holder providing a properly completed appropriate IRS Form W-8BEN or W-8BEN-E as discussed in this paragraph may provide its foreign taxpayer identifying number issued by its country of residence in lieu of its U.S. taxpayer identifying number.

Notwithstanding the discussion above, because the U.S. federal income tax treatment of the Notes is unclear, any coupon payments on such Notes could alternatively be treated in whole or in part as payments of interest. Nonetheless, even if the coupon payments are treated in whole or in part as interest and thus not eligible for the "other income" exemption described above, under current law and administrative practice a Non-U.S. Holder generally will qualify for the "portfolio interest exemption" with respect to the coupon payments, provided that the conditions for the exemption set forth in "*—Interest*" above (including the certification requirement) are met.

Non-U.S. Holders should consult their tax advisers regarding their eligibility for any applicable exemption from withholding in light of their particular circumstances.

SECTION 897 OF THE CODE

No opinion is expressed herein as to whether any issuer of any shares to which a Note relates (such shares hereafter referred to as **Underlying Shares**) is treated as a "United States real property holding corporation" (**USRPHC**) within the meaning of Section 897 of the Code. If any issuer of Underlying Shares were so treated, certain adverse U.S. federal income tax consequences might apply upon the sale, exchange or other disposition of a Note (including potential reporting obligations and U.S. withholding tax, notwithstanding the discussions above). Holders should refer to information filed with the Securities and Exchange Commission or other governmental authorities by the issuers of the Underlying Shares and consult their tax advisers regarding the possible consequences to such holders if any such issuer is or becomes a USRPHC.

DIVIDEND EQUIVALENT AMOUNTS

Section 871(m) of the Code and Treasury regulations promulgated thereunder (**Section 871(m)**) impose a withholding tax of 30 per cent. (or lower treaty rate applicable to dividends) on certain "dividend equivalents" paid or deemed paid to Non-U.S. Holders with respect to certain financial instruments linked to U.S. equities or indices that include U.S. equities. Subject to the discussion below concerning Notes issued before January 1, 2027, a Note linked to U.S. equities or indices that include U.S. equities (a **U.S. equity-linked Note**) will be subject to the Section 871(m) withholding regime if at issuance it (i) has a "delta" of 0.80 or higher with respect to the underlying U.S. stock or (ii) substantially replicates the economic performance of the underlying U.S. stock, as determined by a "substantial equivalence" test that, among other factors, takes into account the initial number of shares of the underlying U.S. stock needed to hedge the transaction fully. The tests described above are set forth in the regulations, and the applicable test will depend on the terms of the relevant U.S. equity-linked Note. Under these rules, withholding may apply even where the relevant U.S. equity-linked Note does not provide for any payment that is explicitly linked to a dividend. The regulations provide for certain exceptions to the withholding requirements, in particular for instruments linked to certain broad-based indices (a **qualified index**) that meet standards set forth in the regulations, as well as certain notes that track a qualified index.

Pursuant to an IRS Notice, Section 871(m) will not apply to Notes issued before January 1, 2027, that do not have a "delta" of one with respect to any U.S. equity. If the terms of a U.S. equity-linked Note are significantly modified (including in the event that the Issuer substitutes another entity in place of the Issuer as principal debtor under the Note) and if such modification or substitution results in a deemed exchange of the Notes for U.S. federal income tax purposes, the U.S. equity-linked Note will generally be treated as reissued at the time of the significant modification. Under Treasury regulations, certain "benchmark" rate replacements will not give rise to deemed exchanges for U.S. federal income tax purposes, provided that certain conditions set forth in the proposed Treasury regulations are met.

The calculations of "delta" are generally made on the "calculation date," which is the earlier of (i) the time of pricing of the U.S. equity-linked Note, i.e., when all material terms have been agreed on, and (ii) the issuance of the U.S. equity-linked Note. However, if the time of pricing is more than 14 calendar days before the issuance of the U.S. equity-linked Note, the calculation date is the date of the issuance of the U.S. equity-linked Note. In those circumstances, information regarding the Issuer's final determinations for purposes of Section 871(m) may be available only after the issuance of the U.S. equity-linked Note. As a result, a Non-U.S. Holder should acquire such a U.S. equity-linked Note only if it is willing to accept the risk that the U.S. equity-linked Note is treated as subject to withholding.

The amount of a "dividend equivalent" is equal to, for a "simple" contract, the product of (a) the per-share dividend amount, (b) the number of shares of the underlying U.S. equity referenced in the U.S. equity-linked Note and (c) the delta, and, for a "complex" contract, the product of (a) the per-share dividend amount and (b) the initial hedge.

The dividend equivalent amount will be determined on the earlier of (a) the record date of the dividend and (b) the day prior to the ex-dividend date. The dividend equivalent amount will include the amount of any actual or, under certain circumstances, estimated dividend. If a U.S. equity-linked Note is subject to withholding in respect of dividend equivalents, withholding will, depending on the applicable withholding agent's circumstances, generally be required either (i) on the underlying dividend payment date or (ii) when cash payments are made on the relevant U.S. equity-linked Note or upon the date of maturity, lapse or other disposition thereof by the Non-U.S. Holder.

The relevant Issuer will determine whether a U.S. equity-linked Note is subject to withholding under Section 871(m). If the relevant Issuer has determined, as specified in the Final Terms, that a U.S. equity-linked Note should not be subject to withholding under Section 871(m), the Issuer will be deemed to instruct its agents and withholding agents that no withholding is required, unless such agent or withholding agent knows or has reason to know otherwise. If withholding is required, the relevant Issuer will not be required to pay any additional amounts with respect to the amounts so withheld.

The relevant Issuer's determination is not binding on the IRS, and the IRS may disagree with its determination. Section 871(m) is complex and its application may depend on the Non-U.S. Holder's particular circumstances. For example, the application of Section 871(m) may be affected if a Non-U.S. Holder enters into another transaction in connection with the acquisition of a U.S. equity-linked Note. Accordingly, Non-U.S. Holders should consult their tax advisers regarding the potential application of Section 871(m) to the U.S. equity-linked Notes in their particular circumstances.

FATCA

U.S. tax rules commonly referred to as "FATCA" generally impose a withholding tax of 30 per cent. on payments to certain non-U.S. entities (including financial intermediaries) with respect to certain financial instruments, unless various U.S. information reporting and due diligence requirements have been satisfied, including compliance with certain U.S. tax identification and certification requirements (generally by furnishing an appropriate IRS Form W-8BEN or W-8BEN-E). An intergovernmental agreement between the United States and the non-U.S. entity's jurisdiction may modify these requirements. FATCA generally applies to certain financial instruments that are treated as paying U.S.-source interest or dividends or other U.S.-source "fixed or determinable annual or periodical" (**FDAP**) income. Withholding (if applicable) applies to payments of U.S.-source FDAP income and any payment of gross proceeds of the disposition (including upon retirement) of Notes treated as providing for U.S.-source interest or dividends. However, under proposed Treasury regulations (the preamble to which specifies that taxpayers are permitted to rely on them pending finalization) no withholding will apply to payments of gross proceeds (other than amounts treated as FDAP income).

Although, under current law, payments of non-U.S.-source income are not subject to withholding under FATCA, there is no assurance that future Treasury regulations will not impose such withholding with respect to certain "foreign passthru payments". Under proposed Treasury regulations, withholding on "foreign passthru payments" will not apply prior to the date that is two years after the date on which applicable final Treasury regulations defining "foreign passthru payments" are filed. Treasury regulations defining the term "foreign passthru payments" have not yet been filed with the U.S. Federal Register. In addition, Notes issued by MSIP or MSBV that are not treated as equity for U.S. federal income tax purposes and that pay non-U.S.-source income generally will be grandfathered from withholding if issued prior to the date that is six months after final Treasury regulations that define the term "foreign passthru payments" are filed with the U.S. Federal Register. However, such grandfathered Notes may become subject to FATCA withholding if (i) such Notes are significantly modified (including in the event that the Issuer substitutes another entity in place of the Issuer), (ii) such modification or substitution results in a deemed exchange of the Notes for U.S. federal income tax purposes and (iii) such significant modification occurs after the applicable FATCA grandfathering date. Under Treasury regulations, certain "benchmark" rate replacements will not give rise to deemed

exchanges for U.S. federal income tax purposes, provided that certain conditions set forth in the proposed regulations are met.

If withholding applies to the Notes, the relevant Issuer will not be required to pay any additional amounts with respect to amounts withheld under FATCA. Non-U.S. Holders should consult their tax advisers regarding the potential application of FATCA to the Notes.

TAX CONSEQUENCES OF SUBSTITUTION

If an Issuer substitutes an entity for the Issuer as the principal debtor in respect of the Notes, the tax consequences (including the withholding tax consequences) of holding the Notes may change. Except as otherwise set out in the Terms and Conditions, if withholding is required on the Notes the Issuer will not be required to pay any additional amounts.

BACKUP WITHHOLDING AND INFORMATION REPORTING

Information returns may be filed with the IRS in connection with payments on the Notes as well as in connection with the proceeds from a sale, exchange or other disposition. A Non-U.S. Holder may be subject to backup withholding in respect of amounts paid to the Non-U.S. Holder, unless such Non-U.S. Holder complies with applicable certification procedures to establish that it is not a United States person for U.S. federal income tax purposes or otherwise establishes an exemption. Compliance with the certification procedures described above will satisfy the certification requirements necessary to avoid backup withholding. The amount of any backup withholding from a payment to a Non-U.S. Holder will be allowed as a credit against the Non-U.S. Holder's U.S. federal income tax liability and may entitle the Non-U.S. Holder to a refund, provided that the required information is timely furnished to the IRS.

ESTATE TAX

Individual Non-U.S. Holders and entities the property of which is potentially includible in such an individual's gross estate for U.S. federal estate tax purposes (for example, a trust funded by such an individual and with respect to which the individual has retained certain interests or powers) should note that, absent an applicable treaty exemption, a Note that is treated as indebtedness for U.S. federal estate tax purposes will be treated as U.S. situs property subject to U.S. federal estate tax if payments on the Note, if received by the decedent at the time of death, would have been subject to U.S. federal withholding tax (even if the IRS Form W-8BEN or W-8BEN-E certification requirement described above were satisfied and not taking into account an elimination of such U.S. federal withholding tax due to the application of an income tax treaty or withholding under FATCA).

Absent an applicable treaty benefit, a Note that is not treated as indebtedness for U.S. federal estate tax purposes may be treated as U.S. situs property subject to U.S. federal estate tax. Non-U.S. Holders should consult their own tax advisers regarding the U.S. federal estate tax consequences of an investment in the Notes and the availability of benefits provided by an applicable estate tax treaty, if any.

German Taxation

The following is a general discussion of certain German tax consequences of the acquisition, ownership and disposal of the Notes. As each Tranche of the Notes may be subject to a different tax treatment due to the specific terms of each Tranche, the following section shall only be regarded as generic description with regard to the possible tax treatment in Germany. It does not purport to be a comprehensive description of all tax considerations that may be relevant to a decision to purchase the Notes, and, in particular, does not consider any specific facts or circumstances that may apply to a particular purchaser. This general description is based on the laws of Germany currently in force and as applied on the date of this Base Prospectus, which are subject to change, possibly with retroactive or retrospective effect.

Prospective purchasers of Notes are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of Notes, including the effect of any state or local taxes, under the tax laws of Germany and each country of which they are residents.

German tax residents

Persons (individuals and corporate entities) who are tax resident in Germany (in particular, persons having a residence, habitual abode, seat or place of management in Germany) are subject to income taxation (income tax or corporate income tax, as the case may be, plus solidarity surcharge (*Solidaritätszuschlag*) thereon plus church tax (*Kirchensteuer*) and/or trade tax, if applicable) on their worldwide income, regardless of its source, including interest from debt of any kind (such as the Notes) and, in general, capital gains.

Notes held as private assets

In the case of German tax-resident individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as private assets (*Privatvermögen*), the following applies:

Income

The Notes should qualify as other capital receivables (*sonstige Kapitalforderungen*) in terms of section 20 para 1 no 7 German Income Tax Act ("**ITA**" – *Einkommensteuergesetz*).

Interest paid regarding the Notes, if any, should qualify as taxable savings income (*Einkünfte aus Kapitalvermögen*) pursuant to section 20 para 1 no 7 ITA.

Capital gains/capital losses realised upon disposal of the Notes, computed as the difference between acquisition cost and sales proceeds reduced by expenses directly and factually related to the sale, should qualify as positive or negative savings income in terms of section 20 para 2 sentence 1 no 7 ITA. Where the Notes are acquired and/or sold in a currency other than Euro, the acquisition cost will be converted into Euro at the time of acquisition, the sales proceeds will be converted into Euro at the time of sale and the difference will then be computed in Euro. If the Notes are assigned, redeemed, repaid or contributed into a corporation by way of a hidden contribution (*verdeckte Einlage in eine Kapitalgesellschaft*) rather than sold, as a rule, such transaction is treated like a sale.

Capital losses from the sale or redemption of the Notes held as private assets should generally be tax-recognised irrespective of the holding period of the Notes. Any tax-recognised capital losses may not be used to offset other income like employment or business income but may only be offset against investment income subject to certain limitations. Capital losses not utilised in one annual assessment period may be carried forward into subsequent assessment periods but may not be carried back into preceding assessment periods.

If the Notes provide for a physical delivery of bonds, shares, interests in funds, shares in exchange-traded-funds ("**ETF-shares**") or other interests, the Notes may qualify as convertible, exchangeable or similar instruments, subject to the relevant Final Terms (e. g. whether the Issuers or the investor has the

right to opt for a physical delivery). In such a case, the sales proceeds from the Notes and the acquisition costs of the received Notes may be deemed to be equal to the initial acquisition costs of the Notes (section 20 para 4a sentence 3 ITA) so that no taxable capital gains would be realised due to the conversion. However, capital gains realised upon an on-sale of the received Notes generally qualify as taxable income.

If the relevant Issuer exercises the right to substitute the debtor of the Notes, the substitution might, for German tax purposes, be treated as an exchange of the Notes for new Notes issued by the new debtor. Such a substitution could result in the recognition of a taxable gain or loss for the respective investors.

German withholding tax (Kapitalertragsteuer)

With regard to savings earnings (*Kapitalerträge*), e.g. interest or capital gains, German income tax is generally levied as a flat income tax (*Abgeltungsteuer*) at a rate of 25% (plus solidarity surcharge in an amount of 5.5% of such tax, resulting in a total tax charge of 26.375% plus, if applicable, church tax (*Kirchensteuer*)).

If the Notes are held in a custodial account which the investor maintains with a German credit or financial services institution (*inländisches Kredit oder Finanzdienstleistungsinstitut*) or by a German branch of a foreign credit or financial services institution, or by a German Notes institution (*Wertpapierinstitut*) (a "**German Disbursing Agent**") the flat income tax (including solidarity surcharge and, if applicable, church tax) will be levied by way of withholding at the aforementioned rate by the German Disbursing Agent. If no German Disbursing Agent is involved in the payment process or if no or not sufficient withholding tax is withheld by a German Disbursing Agent the investor will have to include the savings earnings, e.g. interest or capital gains, in its tax return and the flat income tax of 25% plus solidarity surcharge and, if applicable, church tax will be collected by way of assessment.

The tax base is, in principle, equal to the taxable gross income as set out above (i.e. prior to withholding). However, in the case of capital gains, if the custodial account has changed since the time of acquisition of the Notes (e.g. if the Notes are transferred from an EU custodial account) and the acquisition costs of the Notes are not proven to the German Disbursing Agent in the form required by law or in the case of over-the-counter transactions, withholding tax is applied to 30% of the proceeds from the redemption or sale of the Notes. The applicable withholding tax rate is in excess of the aforementioned rate if church tax is applicable to the individual investor. In this case the collection of church tax on capital gains from the sale or redemption of the Notes is provided for as a standard procedure unless the securityholder has filed a blocking notice (*Sperrvermerk*) with the German Federal Central Tax Office (*Bundeszentralamt für Steuern*).

No German withholding tax will be levied if the investor has filed a withholding tax exemption certificate (*Freistellungsauftrag*) with the German Disbursing Agent, but only to the extent the savings income does not exceed the saver's lump sum amount (*Sparer-Pauschbetrag*) shown on the withholding tax exemption certificate. Currently, the saver's lump sum amount is EUR 1,000 (EUR 2,000 in the case of jointly assessed individual investors). Similarly, no withholding tax will be levied if the relevant investor has submitted a certificate of non-assessment (*Nichtveranlagungs-Bescheinigung*) issued by the relevant local tax office to the German Disbursing Agent.

The Issuers are, in general, not obliged to levy German withholding tax in respect of payments on the Notes.

The solidarity surcharge will only be levied for wage tax and income tax purposes, if the individual income tax of the holder exceeds the threshold of EUR 20,350 (EUR 40,700 for jointly assessed investors) in the assessment period 2026. The solidarity surcharge will however continue to be applicable for withholding tax, flat tax and corporate income tax purposes. In the case of a flat tax the income tax burden for an individual is lower than the flat tax of 25% and the holder applies for his/her

capital investment income being assessed at his/her individual tariff-based income tax rate (see below) the solidarity surcharge would be refunded.

Tax assessment

The taxation of savings income shall take place mainly by way of levying withholding tax (please see above). If and to the extent German withholding tax has been levied, such withholding tax shall, in principle, become definitive and replace the investor's income taxation. If no or insufficient withholding tax has been levied other than by virtue of a withholding tax exemption certificate (*Freistellungsauftrag*) and in certain other cases, the investor is nevertheless obliged to file a tax return, and the savings income will then be taxed within the assessment procedure.

However, also in the assessment procedure, savings income is principally taxed at a separate tax rate for savings income (*gesonderter Steuertarif für Einkünfte aus Kapitalvermögen*) being identical to the withholding tax rate (26.375% - including solidarity surcharge plus, if applicable, church tax). In certain cases, the investor may apply to be assessed on the basis of its personal tax rate if such rate is lower than the above tax rate. Such application can only be filed consistently for all savings income within the assessment period. In case of jointly assessed individual investors the application can only be filed for savings income of both investors.

When computing the savings income, the saver's lump sum amount (*Sparer-Pauschbetrag*) of EUR 1,000 (EUR 2,000 in the case of jointly assessed individual investors) will be deducted. The deduction of the actual income related expenses, if any, is excluded.

Notes held as business assets

In the case of German tax-resident corporations or individual investors (*unbeschränkt Steuerpflichtige*) holding the Notes as business assets (*Betriebsvermögen*), interest payments and capital gains will be subject to corporate income tax at a rate of 15% or income tax at a rate of up to 45%, as the case may be, (in each case plus up to 5.5% solidarity surcharge thereon). In addition, trade tax may be levied, the rate of which depends on the municipality where the business is located (rates basically vary between 7% and approx. 20%). Please note that a draft law (*Neunte Gesetz zur Änderung des Steuerberatungsgesetzes*) is currently in the legislative process that is expected to increase the minimum trade tax rate to 9.8%. Further, in the case of individuals, church tax may be levied. Business expenses that are connected with the Notes are tax-deductible. Losses realised on the sale or redemption of the Notes may be offset in particular against items of positive income under the general tax rules or deducted as part of losses carried back or forward, although the minimum taxation rules (section 10d ITA) must be observed. Losses may be subject to ring-fencing rules and, if so, may only be offset against other derivative income. In case the income of the investor is determined based on accrual accounting, interest and capital gains may be taxable before actual payments are received.

If instead of a cash-settlement at maturity of the Notes, a physical delivery of bonds, shares, interests in funds or ETF-shares takes place, such delivery would be regarded as a taxable sale of the Notes and the corresponding capital gain will be taxable.

The provisions regarding German withholding tax apply, in principle, as set out above for private investors. However, investors holding the Notes as business assets cannot file a withholding tax exemption certificate with the German Disbursing Agent. Instead, no withholding tax will be levied on capital gains from the redemption, sale or assignment of the Notes if, for example, (a) the Notes are held by a company satisfying the requirements of section 43 para 2 sentence 3 no 1 ITA or (b) the proceeds from the Notes qualify as income of a domestic business and the investor notifies this to the German Disbursing Agent by use of the officially required form.

Any withholding tax levied is credited as prepayment against the German (corporate) income tax amount. If the tax withheld exceeds the respective (corporate) income tax amount, the difference will be refunded within the tax assessment procedure.

Non-residents

Persons who are not tax resident in Germany are not subject to tax with regard to income from the Notes unless (i) the Notes are held as business assets (*Betriebsvermögen*) of a German permanent establishment (including a permanent representative) which is maintained by the investor or (ii) the income from the Notes qualifies for other reasons as taxable German source income (such as income from letting and leasing of certain property located in Germany) or (iii) the income is paid by a German Disbursing Agent against presentation of the Notes or interest coupons (so-called over-the-counter transaction, *Tafelgeschäfte*). If a non-resident person is subject to tax with its income from the Notes, in principle, similar rules apply as set out above with regard to German tax resident persons (please see above).

However, payments made to a holder of the Notes resident in a so-called "non-cooperative tax jurisdiction" (*nicht kooperatives Steuerhoheitsgebiet*) by a German Issuer or Guarantor are subject to a tax deduction at a rate of 15% (plus solidarity surcharge thereon) of the gross payment pursuant to the German Act Combating Tax Avoidance and Unfair Tax Competition (*Gesetz zur Abwehr von Steuervermeidung und unfairem Steuerwettbewerb*, "**StAbwG**"), if the payments qualify as income from a financing relation (*Finanzierungsbeziehung*) with a German Issuer or Guarantor within the meaning of the StAbwG. Bearer bonds (*Inhaberschuldverschreibungen*), which are represented in global notes (*Globalurkunde*) kept in collective custody (*Girosammelverwahrung*) with a central Notes depositary (*Zentralverwahrer*) and comparable debt instruments (*vergleichbare Schuldtitel*) tradable (*handelbar*) on a recognized exchange (*anerkannte Börse*) within the meaning of section 138 para. 2 sentence 1 no 3 lit b) sentence 2 of the German General Fiscal Code (*Abgabenordnung*), do not qualify as financing relation.

Under certain circumstances, non-residents may benefit from tax reductions or tax exemptions under applicable double tax treaties (*Doppelbesteuerungsabkommen*) entered into with Germany.

Taxation if the Notes qualify as equity or equity-like

If the Notes qualify as equity or equity-like from a German tax perspective, in addition to the rules set out above, income and deemed income may be subject to (corporate) income taxation (including solidarity surcharge) and trade tax. Further, under certain circumstances the German Foreign Tax Act (*Außensteuergesetz*) might apply, under which deemed (taxable) income could be allocated to German tax resident investors.

Further, capital gains achieved by an investor holding the Notes as private assets might be re-qualified as business income and, thus, taxable at the investor's personal income tax rate. Capital gains might also be partly tax-exempt according to section 8b German Corporate Income Tax Act (*Körperschaftsteuergesetz*) and section 3 no 40 ITA respectively.

Particularities of Notes with a negative yield

Noteholders will only realise a taxable capital gain if they receive, upon a disposal of the Notes, an amount (after the deduction of actual expenses directly related thereto) in excess of the issue price (or the purchase price they paid for the Notes).

Contrary thereto, Holders who subscribe for the Notes at a negative yield upon issue, if applicable, and hold the Notes until their final maturity will realise a loss. The tax treatment of such losses is not entirely clear:

(i) If the Notes are held by tax residents as private assets, statements of the German tax authorities regarding "*negative interest*" incurred on bank deposits made by private investors

arguably imply that such losses cannot be fully deducted. Such losses are rather treated as expenses in connection with capital investment income and, are, consequently not tax-deductible except for an annual lump-sum deduction (*Sparer-Pauschbetrag*) of EUR 1,000 (EUR 2,000 for individuals filing jointly),

(ii) If the Notes are held by tax residents as business assets, statements of the German tax authorities regarding "*negative interest*" incurred on bank deposits made by business investors arguably imply that such losses are generally tax deductible.

Inheritance and Gift Tax

Inheritance or gift taxes with respect to any Note will, in principle, arise under German law if, in the case of inheritance tax, either the decedent or the beneficiary or, in the case of gift tax, either the donor or the donee is a resident of Germany or if such Note is attributable to a German trade or business for which a permanent establishment is maintained or a permanent representative has been appointed. In addition, certain German expatriates will be subject to inheritance and gift tax.

The few existing double taxation treaties regarding inheritance and gift tax may lead to different results. Special rules apply to certain German citizens that are residing in a foreign country and German expatriates.

Other Taxes

No stamp, issue, registration or similar taxes or duties are payable in Germany in connection with the issuance, delivery or execution of the Notes. Currently, net asset tax (*Vermögensteuer*) is not levied in Germany. In principle it is intended to introduce a financial transaction tax. However, it is unclear if and in what form such tax will be actually introduced.

No gross-up for German withholding tax

Purchasers of the Notes should note that in accordance with the terms and conditions of the Notes the Issuer, in principle, will neither assume any liability for German withholding taxes withheld from payments under the Notes, nor make any additional payments in regard of these taxes, i.e. no gross-up will apply in case a withholding tax is imposed.

SUBSCRIPTION AND SALE

Morgan Stanley, MSBV, MSFL and MSESE are offering the Notes on a continuing basis through Morgan Stanley & Co. International plc of 25 Cabot Square, Canary Wharf, London E14 4QA (which may act in whole or in part through an affiliate thereof) (Legal Entity Identifier: 4PQUHN3JPFGFNF3BB653) (the **Distribution Agent**), who has agreed to use reasonable efforts to solicit, directly or through an affiliate, offers to subscribe or purchase the Notes. Morgan Stanley, MSBV, MSFL and MSESE will each, respectively, have the sole right to accept offers to subscribe or purchase its Notes and may reject any offer in whole or in part. The Distribution Agent will have the right to reject any offer to subscribe or purchase Notes solicited by it in whole or in part. Morgan Stanley, MSBV, MSFL and MSESE may pay the Distribution Agent, in connection with sales of Notes resulting from a solicitation by the Distribution Agent made or an offer to subscribe or purchase received by the Distribution Agent, a commission, which may be in the form of a discount from the purchase price if the Distribution Agent is purchasing the Notes for their own account. MSIP (including acting through its affiliates) will act as distributor and offeror of the Notes issued by MSIP. MSIP's representations, agreements and undertakings below are made on its own behalf and on behalf of any affiliate it is acting through.

Morgan Stanley, MSBV, MSFL and MSESE may each also offer or sell Notes to the Distribution Agent as principal for its own account at a price to be agreed upon at the time of such offer or sale. The Distribution Agent may resell any Notes they purchase as principal at prevailing market prices, or at other prices, as the Distribution Agent determines.

The arrangements for the offer and sale of the Notes from time to time are set out in the Distribution Agreement dated on or about 19 June 2026 (as modified and restated from time to time, the **Distribution Agreement**) among Morgan Stanley, MSIP, MSBV, MSFL, MSESE and the Distribution Agent. Pursuant to the Distribution Agreement, Morgan Stanley, MSBV, MSFL, MSESE and the Distribution Agent have agreed to indemnify each other against certain liabilities, or to contribute payments made in respect thereof. Morgan Stanley, MSBV, MSFL and MSESE have also agreed to reimburse the Distribution Agent for certain expenses. The Distribution Agreement makes provision for the appointment of additional Distribution Agents who may agree to become bound by its terms (either in relation to the Programme generally or in relation to a particular Series of Notes) in an accession letter provided by such additional Distribution Agent to Morgan Stanley, MSBV, MSFL and MSESE.

In order to facilitate the offering of the Notes, the Distribution Agent may in accordance with all applicable laws and regulations engage in transactions that stabilise, maintain or otherwise affect the price of the Notes or any other securities the prices of which may be used to determine payments on those Notes. Specifically, the Distribution Agent may overallot in connection with any offering of the Notes, creating a short position in the Notes for their own accounts. In addition, to cover overallotments or to stabilise the price of the Notes or of any other securities, the Distribution Agent may bid for, and purchase, Notes or any other securities in the open market. Any of these activities may stabilise or maintain the market price of the Notes above independent market levels. The Distribution Agent is not required to engage in these activities and may end any of these activities at any time.

United States of America

The Notes, any interest therein and any Guarantee in respect thereof, have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States and are subject to U.S. tax law requirements. None of the Issuers or the Guarantor are registered or will register under the Investment Company Act of 1940, as amended. Trading in the Notes has not been approved by the U.S. Commodity Futures Trading Commission pursuant to the Commodity Exchange Act of 1936, as amended. The Notes, any interest therein and any Guarantee in respect

thereof, may not be offered, sold, pledged, assigned, delivered or otherwise transferred, exercised or redeemed at any time, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act (**Regulation S**)). Each Distribution Agent (1) has acknowledged that the Notes, any interest therein and any Guarantee in respect thereof, have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdiction of the United States, and the Notes are not being offered, sold, pledged, assigned, delivered or otherwise transferred, exercised or redeemed and may not be offered, sold, pledged, assigned, delivered or otherwise transferred, exercised or redeemed at any time, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons; (2) has represented, as a condition to acquiring any interest in the Notes, that neither it nor any persons on whose behalf or for whose account or benefit the Notes are being acquired is a U.S. Person, that it is not located in the United States, and was not solicited to purchase Notes while present in the United States; (3) has agreed not to offer, sell, pledge, assign, deliver or otherwise transfer, exercise or redeem any of the Notes at any time, directly or indirectly, within the United States or to, or for the account or benefit of, any U.S. Person; (4) has agreed that any hedging transactions involving "equity securities" of "domestic issuers" (as such terms are defined in the Securities Act and regulations thereunder), if any, will be conducted only in accordance with the Securities Act and (5) has agreed that, at or prior to confirmation of sale of any Notes (whether upon original issuance or in any secondary transaction), it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it a written notice containing language substantially the same as the foregoing. As used herein, “United States” means the United States of America (including the states and the District of Columbia), its territories and possessions, and all other areas subject to the jurisdiction of the United States.

In addition, the Distribution Agent has represented and agreed that it has not offered or sold Notes and any Guarantee in respect thereof and will not offer or sell Notes and any Guarantee in respect thereof at any time except in accordance with Rule 903 of Regulation S under the Securities Act. Accordingly, the Distribution Agent has represented and agreed that neither it, its affiliates (if any) nor any person acting on behalf of any of them has engaged or will engage in any directed selling efforts with respect to Notes and any Guarantee in respect thereof, and they have all complied and will comply with the offering restrictions requirements of Regulation S. Terms used in this paragraph have the meanings given to them in Regulation S.

An offer or sale of Notes within the United States by any dealer (whether or not participating in the offering of such Notes) may violate the registration requirements of the Securities Act.

European Economic Area

In relation to each Member State of the European Economic Area (each, a **Relevant State**), the Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Programme will be required to represent and agree, in relation to each Tranche of Notes that it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the final terms in relation thereto to the public in that Relevant 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 Distribution Agent or Distribution Agents 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 relevant Issuer or any Distribution Agent 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 to persons 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 Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market.

Prohibition of Sales to EEA Retail Investors

Unless the Final Terms in respect of any Notes specifies the "Prohibition of Sales to EEA Retail Investors" as "Not Applicable", the Distribution Agent has represented and agreed, and each further Distribution Agent appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the EEA. For the purposes of this provision:

(A) the expression "retail investor" means a person who is one (or more) of the following:

(1) a retail client as defined in point (11) of Article 4(1) of MiFID II; or

(2) a customer within the meaning of Directive 2016/97/EU as amended (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

(3) not a qualified investor as defined in 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.

United Kingdom

In relation to each Tranche of Notes, the Distribution Agent has represented and agreed, subscribing for or purchasing such Notes, and each further Distribution Agent appointed under the Programme will be required to represent and agree, with the relevant Issuer and, if the Notes are issued by MSBV or MSFL, the Guarantor, that:

Notes with maturities of less than one year: in relation to any Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them

in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (**FSMA**) by the Issuer;

Financial promotion: it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor, if applicable; and

General compliance: it has complied and will comply with all applicable provisions of the FSMA and the Financial Conduct Authority Handbook with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

The Netherlands

For selling restrictions in respect of The Netherlands, see "European Economic Area" above and in addition:

Regulatory capacity to offer Notes in The Netherlands: The Distribution Agent, and each further Distribution Agent appointed under the Programme, which did and does not have the requisite Dutch regulatory capacity to make offers or sales of financial instruments in The Netherlands has represented and agreed respectively will be required to represent and agree with the Issuers that it has not offered or sold and will not offer or sell any of the Notes of any Issuer in The Netherlands, other than through one or more investment firms acting as principals and having the Dutch regulatory capacity to make such offers or sales.

DESCRIPTION OF THE ISSUERS

For a description of each Issuer, please refer to the 2025 Registration Document as supplemented by the First Supplement to the 2025 Registration Document, the Second Supplement to the 2025 Registration Document, the Third Supplement to the 2025 Registration Document and the Fourth Supplement to the 2025 Registration Document (see section "*Documents Incorporated by Reference*").

FORM OF GUARANTEE OF MORGAN STANLEY

Guarantee of Morgan Stanley

Morgan Stanley (the **Guarantor**) hereby guarantees unconditionally and irrevocably the payment obligations of Morgan Stanley B.V. or Morgan Stanley Finance LLC (each, an **Issuer**) in respect of the notes issued by it (the **Notes**) under the Morgan Stanley (as issuer and guarantor), Morgan Stanley B.V. (as issuer), Morgan Stanley Finance LLC (as issuer), Morgan Stanley Europe SE (as issuer) and Morgan Stanley & Co. International plc (as issuer) French law Programme for the issuance of Notes (*Programme d'Emission de Titres de Créance*) (the **Programme**).

The Guarantor covenants to each person who is for the time being shown (i) in the books of Euroclear France Account Holders, with respect to Notes in bearer dematerialised form (*au porteur*), or (ii) with respect to Notes in registered dematerialised form (*nominatif*) either (A) in the books of a Euroclear France Account Holder (with respect to Notes in administered registered form (*nominatif administré*)) or (B) in an account in the books of Euroclear France maintained by or on behalf of an Issuer (with respect to Notes in fully registered form (*nominatif pur*)), as the holder of a principal amount of the Notes (each a **Beneficiary of the Guarantee**) that it shall make such payments under this Guarantee and acknowledges that each Beneficiary of the Guarantee may take proceedings to enforce this Guarantee directly against the Guarantor.

For the purpose of this Guarantee, **Euroclear France Account Holder** means any authorised financial intermediary institution entitled to hold accounts, directly or indirectly, on behalf of its customers with Euroclear France, and includes Euroclear Bank SA/NV (**Euroclear**) and the depositary bank for Clearstream Banking, *société anonyme*, Luxembourg (**Clearstream**).

The Guarantor hereby agrees that it shall not be necessary, as a condition to enforce this guarantee, that suit be first instituted against the applicable Issuer or that any rights or remedies against such Issuer be first exhausted. Rather, it is understood and agreed that the liability of the Guarantor hereunder shall be primary, direct, and in all respects, unconditional. The obligations of the Guarantor under this Guarantee constitute direct, unconditional and unsecured obligations of the Guarantor and rank without preference among themselves and, subject as aforesaid, *pari passu* with all other outstanding unsecured and unsubordinated obligations of the Guarantor, present and future, but, in the event of insolvency, only to the extent permitted by laws affecting creditors' rights.

The Guarantor shall be fully liable as if it were the principal debtor under the Notes whether any time has been granted to the applicable Issuer, whether the obligations of the Issuer under the Notes have ceased to exist pursuant to bankruptcy, corporate reorganization or other similar event, whether the applicable Issuer has been dissolved or liquidated or consolidated or has changed or lost its corporate identity and whether or not any other circumstances have occurred which might otherwise constitute a legal or equitable discharge of or defense to a guarantor.

If any moneys shall become payable by the Guarantor under this Guarantee, the Guarantor shall not for so long as the same remain unpaid in respect of any amount paid by it under this Guarantee exercise any right of subrogation in relation to the applicable Issuer or any other right or remedy which may accrue to it in respect of or as a result of any such payment.

All payments pursuant to this Guarantee will be made without withholding or deduction for any taxes, duties, assessments or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed by the United States of America, or any political subdivision or any authority thereof having power to tax unless such withholding or deduction is required by law. The Guarantor shall not be required to make any additional payments on account of such withholding or deduction. If the Guarantor becomes subject at any time to any taxing jurisdiction other than the United States of America,

references in the Guarantee to the United States shall be construed as references to such other jurisdiction.

This guarantee shall be governed and construed in accordance with New York law, without regard to the conflict of laws principles.

This guarantee of the Guarantor provided in respect of Notes issued by an Issuer will terminate upon the merger of such Issuer with and into the Guarantor.

This guarantee shall expire and is no longer effective once all amounts payable on or in respect of the Notes have been paid in full.

Dated as of 20 June 2025

MORGAN STANLEY

By:

Name:

Title:

GENERAL INFORMATION

CSSF approval

This Base Prospectus has been approved by the CSSF in Luxembourg in its capacity as competent authority pursuant to the Prospectus Regulation. The CSSF only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the Prospectus Regulation. Such approval shall not be considered as an endorsement of the Issuer or of the quality of the Notes which are the subject of this Base Prospectus. Investors should make their own assessment as to the suitability of investing in the Notes.

This Base Prospectus has been approved on 19 June 2026 and is valid until 19 June 2027. The obligation to supplement this Base Prospectus in the event of significant new factors, material mistakes or material inaccuracies does not apply when this Base Prospectus is no longer valid.

Corporate authorisation

The role of Morgan Stanley as issuer under the Programme was authorised by resolutions of the Board of Directors of Morgan Stanley on 19 September 2006, 25 December 2009, 15 July 2010, 19 January 2011, 31 October 2013 and 23 July 2020.

The role of MSIP as issuer under the Programme was authorised by resolutions of the Board of Directors of MSIP on 24 October 2011 and reaffirmed on 12 December 2012.

The role of MSBV as issuer under the Programme was authorised by resolutions of the Board of Directors of MSBV on 24 October 2011 and reaffirmed on 28 January 2013, 18 December 2013, 19 December 2014, 14 January 2016, 12 January 2017, 29 November 2017, 5 December 2018, 17 July 2019, 14 July 2020, 9 July 2021, 21 June 2022, 20 June 2023, 17 June 2024, 17 June 2025 and 15 June 2026.

The role of MSFL as issuer under the Programme was authorised by resolutions of the Board of Managers of MSFL passed on 5 February 2016.

The role of MSESE as issuer under the Programme was authorised by resolutions of the Board of Directors of MSESE passed on 16 June 2025.

Auditors

Morgan Stanley

The financial statements of Morgan Stanley as of 31 December 2024 and 31 December 2025, and for the each of the three years in the period ended 31 December 2025, incorporated by reference in the Base Prospectus, and the effectiveness of Morgan Stanley's internal control over financial reporting have been audited by Deloitte & Touche LLP, as stated in their report incorporated by reference herein.

Deloitte & Touche LLP, 30 Rockefeller Plaza, New York, NY, 10112-0015, U.S.A., is an independent registered public accounting firm registered with the Public Company Accounting Oversight Board (United States of America).

MSIP

The auditors of MSIP are Deloitte LLP Chartered Accountants and Registered Auditors (members of the Institute of Chartered Accountants of England and Wales) of 1 New Street Square, London EC4A 3HQ, United Kingdom, who have audited MSIP's financial statements in accordance with International Standards on Auditing (UK) and applicable law for the year ended 31 December 2024 and the year ended 31 December 2025 and unqualified audit reports have been issued thereon.

MSBV

Forvis Mazars Accountants N.V., independent auditors and certified public accountants of Watermanweg 80, 3067 GG Rotterdam, The Netherlands, a member of the Netherlands Institute of Chartered Accountants (*Nederlandse Beroepsorganisatie van Accountants*) have audited the financial statements of MSBV for the year ended 31 December 2024 and the year ended 31 December 2025 and unqualified audit reports have been issued thereon.

Save for the financial statements of MSBV for the year ended 31 December 2024 and the year ended 31 December 2025, this Base Prospectus does not contain any other information that has been audited by Forvis Mazars Accountants N.V.

The financial information in respect of MSBV has been prepared in accordance with IFRS as adopted by the European Union for the year ended 31 December 2024 and the year ended 31 December 2025.

MSFL

The financial statements of MSFL as of and for the years ended 31 December 2024 and 31 December 2025, incorporated by reference in the Base Prospectus, have been audited by Deloitte & Touche LLP independent auditor, as stated in their report incorporated by reference herein.

Deloitte & Touche LLP, 30 Rockefeller Plaza, New York, NY 10112-0015, U.S.A., is an independent registered public accounting firm registered with the Public Company Accounting Oversight Board (United States of America).

The financial information in respect of MSFL has been prepared in accordance with U.S. Generally Accepted Accounting Principles.

MSESE

The auditors of MSESE are Deloitte GmbH Wirtschaftprüfungsgesellschaft, Frankfurt am Main, Europa-Allee 91, 60486 Frankfurt am Main, Germany, a registered public accounting firm registered with the *Wirtschaftsprueferkammer* have audited the financial statements of MSESE for the years ended 31 December 2024 and 31 December 2025.

Trend Information

There has been no material adverse change in the prospects of Morgan Stanley since 31 December 2025 (being the end of the last financial period for which audited financial statements have been published) at the date of this Base Prospectus.

There has been no material adverse change in the prospects of MSIP, since 31 December 2025 (being the end of the last financial period for which audited financial statements have been published) at the date of this Base Prospectus.

There has been no material adverse change in the prospects of MSBV since 31 December 2025 (being the end of the last financial period for which audited financial statements have been published) at the date of this Base Prospectus.

There has been no material adverse change in the prospects of MSFL since 31 December 2025 (being the end of the last financial period for which audited financial statements have been published) at the date of this Base Prospectus.

There has been no material adverse change in the prospects of MSESE since 31 December 2025 (being the end of the last financial period for which audited financial statements have been published) at the date of this Base Prospectus

No significant change in the financial position or financial performance

There has been at the date of this Base Prospectus no significant change in the financial position or financial performance of Morgan Stanley since 31 March 2026 (being the last date for which quarterly (unaudited) financial statements have been published).

There has been at the date of this Base Prospectus no significant change in the financial position or financial performance of the MSIP Group since 31 December 2025, the date of the last published annual audited accounts of MSI plc.

There has been at the date of this Base Prospectus no significant change in the financial position or financial performance of MSBV since 31 December 2025, the date of the last published annual audited accounts of MSBV.

There has been at the date of this Base Prospectus no significant change in the financial position or financial performance of MSFL since 31 December 2025, the date of the last published annual audited financial statements of MSFL.

There has been at the date of this Base Prospectus no significant change in the financial position or financial performance of MSESE since 31 December 2025, the date of the last published annual audited financial statements of MSESE.

Legal and arbitration proceedings relating to Morgan Stanley

Save as disclosed in:

(a) the paragraphs under the heading "*Contingencies*" under the heading "*14. Commitments, Guarantees and Contingencies*" in "Notes to Consolidated Financial Statements" at pages 125 to 128 and the section entitled "*Legal Proceedings*" at page 154 of the 2025 Morgan Stanley Annual Report;

(b) the paragraphs under the heading "*Contingencies*" under the heading "*13. Commitments, Guarantees and Contingencies*" in "*Notes to Consolidated Financial Statements (Unaudited)*" at pages 64 to 66 and the section entitled "*Legal Proceedings*" at page 77 of Morgan Stanley's First Quarterly Report for 2026;

(c) the section entitled "*Litigation Matters*" and the section entitled "*Tax Matters*" under the heading "*Provisions and contingent liabilities*" in "*Notes to the Financial Statements*" at pages 92 to 95 of 2025 MSIP Annual Report;

(d) the section entitled "*Legal*" under the heading "*8. Contingencies*" at page 22 of 2025 MSFL Annual Report;

(e) MSESE's financial statements and management report for the year ended 31 December 2025; and

(f) the section entitled "*Legal Proceedings and Contingencies*" at Part 7 of the section entitled "*Description of Morgan Stanley*" at pages 53 and 54 of the 2025 Registration Document (as supplemented from time to time), the section entitled "*Legal Proceeding and Contingencies*" at Part 7 of the section entitled "*Description of Morgan Stanley & Co. International plc*" at pages 61 and 62 of the 2025 Registration Document (as supplemented from time to time), the section entitled "*Legal Proceedings*" at Part 7 of the section entitled "*Description of Morgan Stanley B.V.*" at page 66 of the 2025 Registration Document (as supplemented from time to time), the section entitled "*Legal*

Proceedings" at Part 7 of the section entitled "*Description of Morgan Stanley Finance LLC*" at page 69 of the 2025 Registration Document (as supplemented from time to time) and the section entitled "*Legal Proceedings*" at Part 7 of the section entitled "*Description of Morgan Stanley Europe SE*" at page 74 of the 2025 Registration Document (as supplemented from time to time),

there are no, nor have there been, any governmental, legal or arbitration proceedings involving Morgan Stanley, MSI plc, MSBV, MSFL or MSESE (including any such proceedings which are pending or threatened of which Morgan Stanley, MSI plc, MSBV, MSFL or MSESE is aware) during the 12-month period before the date of the Base Prospectus which may have, or have had in the recent past, a significant effect on the financial position or profitability of Morgan Stanley, MSI plc, MSBV, MSFL, MSESE or the Morgan Stanley Group.

Material Contracts

None of Morgan Stanley, MSIP, MSBV, MSFL and MSESE has entered into any material contracts in the ordinary course of their business, which could result in it being unable to meet its obligation to Noteholders in respect of the Notes to be issued under the Programme.

Conflicts of Interests

To the knowledge of each of Morgan Stanley, MSIP, MSBV, MSFL and MSESE, the duties owned by the members of their Board of Directors to Morgan Stanley, MSIP or, as the case may be, MSBV, MSESE or MSFL do not give rise to any potential conflicts of interest with such members' private interests or other duties at the date of this Prospectus.

Clearing

Notes will be inscribed in the books of Euroclear France (acting as central depositary). The address of Euroclear France is 10-12, place de la Bourse, 75002 Paris, France.

The Notes will be accepted for clearance through Euroclear and Clearstream. The common code and the International Securities Identification Number (**ISIN**), in relation to the Notes of each Series will be specified in the Final Terms relating thereto.

The address of Euroclear is Euroclear Bank SA/NV, 1 boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream is Clearstream Banking, 42 avenue JF Kennedy, L-1855 Luxembourg.

Admission to trading

Upon the approval of this Base Prospectus, application may be made for Notes issued under the Programme during a period of twelve (12) months from the date of this Base Prospectus to be listed and/or admitted to trading on the regulated market of the Luxembourg Stock Exchange, Euronext Paris or on any other regulated market in the European Union (each such regulated market, a **Regulated Market**). The regulated market of the Luxembourg Stock Exchange and Euronext Paris are regulated markets for the purposes of the Markets in Financial Instruments Directive 2014/65/EU of the European Parliament and of the Council as amended. References in this Base Prospectus to securities being "listed" (and all related references) shall mean that such securities have been listed and admitted to trading on Euronext Paris, on the regulated market or on the EuroMTF Market of the Luxembourg Stock Exchange, displayed on the Luxembourg Stock Exchange Securities Official List (**LuxSE SOL**) (without admission to trading) or listed and admitted to trading on any other stock exchange(s) as may be specified in the applicable Final Terms. Each Issuer may also issue unlisted Notes. The relevant final terms (the **Final Terms**) (a form of which is contained herein) in respect of the issue of any Notes will specify whether or not such Notes will be admitted to trading on Euronext Paris, on the regulated market

or on the EuroMTF Market of the Luxembourg Stock Exchange, displayed on LuxSE SOL (without admission to trading) or listed and admitted to trading on any other stock exchange(s). The CSSF has neither reviewed nor approved any information contained in this Base Prospectus in connection with Notes to be admitted to trading on the Euro MTF Market. This Base Prospectus constitutes a prospectus for the purpose of Part IV of the Luxembourg law on prospectuses for securities dated July 16, 2019.

Ratings

This Base Prospectus includes details of the long-term and short-term credit ratings assigned to (i) Morgan Stanley by DBRS, Inc. (**DBRS**), Fitch Ratings, Inc. (**Fitch**), Moody's Investors Service, Inc. (**Moody's**), Rating and Investment Information, Inc. (**R&I**) and Standard & Poor's Financial Services LLC through its business unit Standard & Poor's Global Ratings (**S&P**), (ii) MSIP by Moody's and S&P, (iii) MSFL by Moody's, S&P and Fitch and (iv) MSESE by Moody's, S&P and Fitch. MSBV is not rated.

None of DBRS, Fitch, Moody's and S&P is established in the European Economic Area (**EEA**) or has applied for registration under Regulation 1060/2009 of the European Parliament and of the Council of 16 September 2009 on credit rating agencies, as amended (the **CRA Regulation**). However, certain of their respective affiliates are established in the EEA and registered under CRA Regulation by European Securities and Markets Authority (**ESMA**) on its website (https://www.esma.europa.eu/credit-rating-agencies/cra-authorisation). Such affiliates endorse the ratings of DBRS, Fitch, Moody's and S&P for use for regulatory purposes in the EEA.

R&I is not incorporated in the EEA and is not registered under the CRA Regulation in the EU.

As of the date of this Base Prospectus, Morgan Stanley's short-term and long-term debt has been respectively rated (i) R-1 (middle) and AA (low), with a stable outlook, by DBRS, (ii) F1 and A+, with a stable outlook, by Fitch, (iii) P-1 and A1, with a stable outlook, by Moody's, (iv) a-1 and A+, with a stable outlook, by R&I and (v) A-2 and A-, with a stable outlook, by S&P.

As of the date of this Base Prospectus, MSIP's short-term and long-term debt has been respectively rated (i) P-1 and Aa3, with a stable outlook, by Moody's, (ii) A-1 and A+, with a stable outlook, by S&P and (iii) F1+ and AA, with a stable outlook, by Fitch.

As of the date of this Base Prospectus; MSESE's long- term debt has been respectively rated (i) P-1 and Aa3, with a stable outlook, by Moody's, (ii) A-1 and A+, with a stable outlook, by S&P and (iii) F1+ and AA, with a stable outlook, by Fitch.

MSBV is not rated.

As of the date of this Base Prospectus, MSFL's long-term debt has been respectively rated (i) A1, with a stable outlook, by Moody's and (ii) A-, with a stable outlook, by S&P.

Notes issued under the Programme may be rated or unrated. The rating of Notes, if any, will be disclosed in the Final Terms. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, change or withdrawal at any time by the assigning credit rating agency.

A brief explanation of the ratings as at the date of this Base Prospectus are as follows:

Short-term debt:

R-1 (middle) by DBRS: Superior credit quality. The capacity for the payment of short-term financial obligations as they fall due is very high. Differs from R-1 (high) by a relatively modest degree. Unlikely to be significantly vulnerable to future events.

F1 by Fitch: Indicates the highest short-term credit quality and the strongest intrinsic capacity for timely payment of financial commitments.

P-1 by Moody's: This indicates a superior ability to repay short-term debt obligations.

a-1 by R&I: This indicates that the certainty of the fulfilment of a short-term obligation is high.

A-2 by S&P: An obligor rated 'A-2' has satisfactory capacity to meet its financial commitments. However, it is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligors in the highest rating category.

Long-term debt:

AA by DBRS: Superior credit quality. The capacity for the payment of financial obligations is considered high. Credit quality differs from AAA only to a small degree. Unlikely to be significantly vulnerable to future events.

A+ by Fitch: 'A' ratings denote expectations of low default risk. The capacity for payment of financial commitments is considered strong. This capacity may, nevertheless, be more vulnerable to adverse business or economic conditions than is the case for higher ratings.

A1 by Moody's: Obligations rated A are judged to be upper-medium grade and are subject to low credit risk. The modifier "1" indicates that the obligation ranks in the higher end of its generic rating category.

A+ by R&I: 'A' rating indicates high creditworthiness supported by a few excellent factors.

A- by S&P: An obligation rated 'A' is somewhat more susceptible to the adverse effects of changes in circumstances and economic conditions than obligations in higher-rated categories. However, the obligor's capacity to meet its financial commitments on the obligation is still strong. Ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the rating categories.

Documents Available

During the period ending on the later of the following dates: (i) the expiry of a period of ten (10) years from the date of their publication, and (ii) the date on which none of the Notes issued by Morgan Stanley, MSIP, MSBV, MSFL or MSESE under this Base Prospectus remain outstanding, the following documents will be available from the date hereof in electronic form on the website of the Issuers (http://sp.morganstanley.com/EU/Documents):

(a) copy of the Guarantee;

(b) copies of all of Morgan Stanley, MSIP, MSBV and MSESE's future published financial statements and all of Morgan Stanley's future Annual and Current Reports;

(c) the Certificate of Incorporation and Amended and Restated By-laws of Morgan Stanley;

(d) the Certificate of Incorporation and the Articles of Association of MSIP will be available at the registered office of MSIP;

(e) the Deed of Incorporation of MSBV will be available at the registered office of MSBV;

(f) the Limited Liability Company Agreement of MSFL dated 27 March 2002 (as amended and restated from time to time);

(g) the Articles of Association of MSESE

(h) all reports, letters and other documents, historical financial information, valuations and statements by any expert any part of which is included or referred to herein;

(i) Morgan Stanley's First Quarterly Report for 2026, the 2025 Morgan Stanley Annual Report, the 2026 Morgan Stanley Proxy Statement and the Morgan Stanley April 2026 Form 8-K;

(j) 2025 Registration Document, the First Supplement to the 2025 Registration Document, the Second Supplement to the 2025 Registration Document, the Third Supplement to the 2025 Registration Document and the Fourth Supplement to the 2025 Registration Document;

(k) the 2024 MSIP Annual Report and the 2025 MSIP Annual Report will be available at the registered office of MSIP;

(l) the 2024 MSBV Annual Report and the 2025 MSBV Annual Report will be available at the registered office of MSBV;

(m) the 2025 MSFL Annual Report;

(n) the 2024 MSESE Annual Report and the 2025 MSESE Annual Report;

(o) a copy of this Base Prospectus and any document incorporated by reference herein which shall be available free of charge;

(p) any supplement to this Base Prospectus which shall be available free of charge; and

(q) any Final Terms (save that any Final Terms relating to a Note which is neither admitted to trading on a regulated market in the European Economic Area nor offered in the European Economic Area in circumstances where a prospectus is required to be published under the Prospectus Regulation will only be available for inspection by a holder of such Note and such holder must provide evidence satisfactory to the Issuer as to the identity of such holder) which shall be available free of charge.

Any statement contained in this Base Prospectus or in a document incorporated or deemed to be incorporated by reference in this Base Prospectus will be deemed to be modified or superseded for purposes of this Base Prospectus, to the extent that a statement contained in this Base Prospectus or in any subsequently filed document that also is or is deemed to be incorporated by reference in this Base Prospectus and in respect of which a supplement to this Base Prospectus has been prepared modifies or supersedes the statement. Any statement so modified or superseded will not be deemed, except as so modified or superseded, to constitute a part of this Base Prospectus.

Investors should consult the Issuers should they require a copy of the 2021 ISDA Definitions.

The Morgan Stanley Sustainable Issuance Framework and Second Party Opinion referred to in the "Use of Proceeds" section of the Base Prospectus are available on Morgan Stanley's website (https://www.morganstanley.com/about-us/sustainability-reports-research).

Stabilisation

In connection with the issue of any tranche of notes under the programme, any Distribution Agent or any other agent specified for that purpose in the applicable Final Terms as the Stabilisation manager (or any person acting for the Stabilisation manager) may over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period. However, stabilisation might 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 commenced, may cease at any time, but must be brought to an end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of

the allotment of the relevant Tranche of Notes. Any stabilisation action or over-allotment must be conducted by the Stabilisation manager (or any person acting for the stabilisation manager) in accordance with all applicable laws and rules.

Benchmarks Regulation: Article 29(2) statement on benchmarks

Amounts payable under the Notes may be calculated by reference to: (i) the Euro Interbank Offered Rate (**EURIBOR**), (ii) any CMS Reference Rate (as defined in Condition 2.1, and determined in accordance with Condition 6.6), (iii) SOFR (as defined in Condition 6.7), (iv) SOFR Index (as defined in Condition 6.7), (v) SONIA (as defined in Condition 6.8), (vi) SONIA Index (as defined in Condition 6.8), (vii) €STR (as defined in Condition 6.9), (viii) €STR Index (as defined in Condition 6.9), (ix) SARON (as defined in Condition 6.10), (x) SAION Index (as defined in Condition 6.10), (xi) TONA (as defined in Condition 6.11), (xii) TONA Index (as defined in Condition 6.11) or (xiii) one or more other specific indices or price sources or a combination of indices or price sources.

EURIBOR is provided by the European Money Markets Institute (**EMMI**). As at the date of this Base Prospectus, EMMI appears on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of Regulation (EU) 2016/1011 of the European Parliament and of the Council on indices used as benchmarks in financial instruments and financial contracts or to measure the performance of investment funds, as amended (the **Benchmarks Regulation**).

A CMS Reference Rate is a constant maturity swap rate, calculated on a fixed-to-floating basis by reference to an underlying floating rate that can in itself constitute a "benchmark" for the purposes of the Benchmark Regulation.

SARON and SAION Index are provided by SIX Index AG and are endorsed for use in the European Union by SIX Financial Information Nordic AB. As at the date of this Base Prospectus, SIX Financial Information Nordic AB appears on the register of administrator and benchmarks established and maintained by the ESMA pursuant to Article 36 of the Benchmarks Regulation.

SOFR and SOFR Index are provided by the Federal Reserve Bank of New York (the **New York Federal Reserve**). As at the date of this Base Prospectus, the New York Federal Reserve does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmarks Regulation.

SONIA and SONIA Index are provided by the Bank of England. As at the date of this Base Prospectus, the Bank of England does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulations.

€STR and €STER Index are provided by the European Central Bank. As at the date of this Base Prospectus, the European Central Bank does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulations.

TONA is provided by the Bank of Japan. As at the date of this Base Prospectus, the Bank of Japan does not appear on the register of administrators and benchmarks established and maintained by ESMA pursuant to Article 36 of the Benchmark Regulations.

TONA Index is provided by QUICK Corp. As at the date of this Base Prospectus, QUICK Corp does not appear on the register of administrator and benchmarks established and maintained by the ESMA pursuant to Article 36 of the Benchmark Regulation. As far as the Issuers are aware, the transitional provisions of the Benchmark Regulation apply, such that QUICK Corp is not currently required to obtain authorisation or registration (or, if located outside of the European Union, recognition, endorsement or equivalence).

As far as the Issuers are aware the New York Federal Reserve as administrator of SOFR, the Bank of England as administrator of SONIA, the European Central Bank as administrator of €STR, and the Bank of Japan as administrator of TONA are not required to be registered by virtue of Article 2 of the Benchmarks Regulation.

Similarly, any other index or price source by reference to which amounts payable under the Notes are calculated may also constitute a benchmark for the purposes of Benchmarks Regulation.

In cases where amounts payable under the Notes are calculated by reference to a CMS Reference Rate or one or more indices or price sources, that is not one of EURIBOR, SOFR, SOFR Index, SONIA, SONIA Index, €STR, €STR Index, SARON, SAION Index, TONA or TONA Index; the relevant Final Terms will specify:

- the name of each index or price source so referenced (including, in the case of a CMS Reference Rate, the base rate);
- the legal name of the administrator of each such index or price source; and
- whether or not the legal name of the administrator of each such index or price source appears on the register of administrators and benchmarks established and maintained by the ESMA pursuant to Article 36 of the Benchmarks Regulation at the date of the relevant Final Terms.

Certain reference rates may either (i) fall outside of the mandatory scope of the Benchmarks Regulation or (ii) if in scope of such regulation, transitional provisions of the Benchmarks Regulation may apply to certain other "benchmarks", which would otherwise be in scope such that at the date of the applicable Final Terms, the administrator of the "benchmark" is not required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence). In relation to mandatory scope, note that since 1 January 2026 the scope of the Benchmarks Regulation is reduced such that only critical benchmarks, significant benchmarks, certain commodity benchmarks, EU Climate Transition Benchmarks and EU Paris-aligned benchmarks remains in mandatory scope of the core provisions in the revised regime.

The registration status of any administrator under the Benchmarks Regulation is a matter of public record and, save where required by applicable law, the relevant Issuer does not intend to update the relevant Final Terms to reflect any change in the registration status of the administrator.

Yield

In relation to any Tranche of Fixed Interest 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 on the basis of the Issue Price and on the assumption that the Notes are not subject to early redemption. An indication of the yield may only be calculated for Fixed Interest Rate Notes and may not be determined for Notes that bear or pay interest determined by reference to a floating rate and/or a rate calculated by reference to one or more underlying(s).

Websites

Any websites included in this Base Prospectus are for information purposes only, have not been scrutinised or approved by the CSSF and the information in such websites does not form any part of this Base Prospectus unless that information is incorporated by reference into the Base Prospectus.

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