

**BASE PROSPECTUS dated 29 October 2021**



**Building Society**

## **Nationwide Building Society**

*(Incorporated in England under the Building Societies Act 1986, as amended)*

### **U.S.\$25,000,000,000 European Note Programme**

*On 17 April 1991 Nationwide Building Society entered into a U.S.\$750,000,000 Note Programme (as subsequently amended, the **Programme**). This Base Prospectus supersedes all previous prospectuses and offering circulars relating to the Programme and supplements thereto. Any Notes issued under the Programme on or after the date hereof are issued subject to the provisions set out herein. This does not affect any Notes issued prior to the date hereof.*

Pursuant to the Programme, Nationwide Building Society (the **Issuer** or the **Society**) may from time to time issue one or more Tranches (as defined herein) of Notes (the **Notes**, which expression shall include Senior Preferred Notes, Senior Non-Preferred Notes, Subordinated Notes and Deposit Notes (each as defined in the Trust Deed (as defined herein))).

The maximum aggregate nominal amount of all Notes from time to time outstanding under the Programme (excluding Deposit Notes) will not exceed U.S.\$25,000,000,000 (or its equivalent in other currencies calculated as described herein and subject to increase as provided herein).

The Notes may be issued from time to time to one or more of the Dealers (each person so specified under “*Overview of the Programme*” being a **Dealer** and together the **Dealers**, which expression shall include any additional Dealer appointed under the Programme from time to time and which appointment may be for the issue of a specific Tranche of Notes or on an ongoing basis).

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

This Base Prospectus has been approved as a base prospectus by the Financial Conduct Authority (the **FCA**), as competent authority under Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **EUWA**) (the **UK Prospectus Regulation**). The FCA only approves this Base Prospectus as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the Issuer 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.

Application has been made to the FCA for Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes issued under the Programme during the period of 12 months from the date of this Base Prospectus to be admitted to the official list of the FCA (the **Official List**) and to the London Stock Exchange plc (the **London Stock Exchange**) for such Notes to be admitted to trading on the London Stock Exchange’s main market. References in this Base Prospectus to Notes being **listed** (and all related references) shall mean that such Notes have been admitted to trading on the London Stock Exchange’s main market and have been admitted to the Official List. The London Stock Exchange’s main market is a UK regulated market for the purposes of Regulation (EU) No 600/2014 on markets in financial instruments as it forms part of domestic law by virtue of the EUWA (**UK MiFIR**).

This Base Prospectus is valid for 12 months from its date in relation to Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes which are to be admitted to trading on a regulated market in the United Kingdom (the **UK**). 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.

The requirement to publish a prospectus under the Financial Services and Markets Act 2000 (the **FSMA**) only applies to Notes which are to be admitted to trading on a UK regulated market as defined in UK MiFIR and/or offered to the public in the UK other than in circumstances where an exemption is available under section 86 of the FSMA.

Notice of the aggregate nominal amount of, interest (if any) payable in respect of, the issue price of, the issue date and maturity date of, and certain other information which is applicable to, each Tranche of Notes will be set forth in a final terms document (the **Final Terms**) applicable to such Tranche which, with respect to Notes to be listed on the London Stock Exchange, will be delivered to the FCA and the London Stock Exchange prior to the date of issue of such Tranche. Copies of Final Terms in relation to Notes to be listed on the London Stock Exchange will also be published on the website of the London Stock Exchange through a regulatory information service.

The Issuer has long-term senior preferred/long-term senior non-preferred/short-term/subordinated debt ratings of 'A1'/'Baa2'/'P-1'/'Baa2' by Moody's Investors Service Limited (**Moody's**), 'A+'/'BBB+'/'A-1'/'BBB' by S&P Global Ratings UK Limited (**S&P**) and 'A+'/'A'/'F1'/'BBB+' by Fitch Ratings Ltd. (**Fitch**).

Each of Moody's, S&P and Fitch are established in the UK and are registered in accordance with Regulation (EC) No. 1060/2009 as it forms part of domestic law by virtue of the EUWA (the **UK CRA Regulation**). None of Moody's, S&P or Fitch is established in the European Union and they have not applied for registration under Regulation (EC) No. 1060/2009 (as amended) (the **CRA Regulation**). The ratings issued by Moody's, S&P and Fitch have been endorsed by, respectively, Moody's Deutschland GmbH, S&P Global Ratings Europe Limited and Fitch Ratings Ireland Limited in accordance with the CRA Regulation. Each of Moody's Deutschland GmbH, S&P Global Ratings Europe Limited and Fitch Ratings Ireland Limited is established in the European Union and registered under the CRA Regulation. As such each of Moody's Deutschland GmbH, S&P Global Ratings Europe Limited and Fitch Ratings Ireland Limited is included in the list of credit rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website (at <http://www.esma.europa.eu/page/List-registered-and-certified-CRAs>) in accordance with the CRA Regulation.

Tranches of Notes issued pursuant to the Programme may be rated or unrated. Where a Tranche of Notes is rated, such rating will be disclosed in the Final Terms and will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

*Arranger*

**BofA Securities**

*Dealers*

**Barclays**

**BofA Securities**

**Credit Suisse**

**Goldman Sachs International**

**J.P. Morgan**

**Morgan Stanley**

**Nomura**

**Société Générale Corporate & Investment Banking**

**UBS Investment Bank**

**BNP PARIBAS**

**Citigroup**

**Deutsche Bank**

**HSBC**

**Lloyds Bank Corporate Markets**

**NatWest Markets**

**RBC Capital Markets**

**TD Securities**

## IMPORTANT INFORMATION

This Base Prospectus comprises a base prospectus for the purposes of Article 8 of the UK Prospectus Regulation.

The Issuer accepts responsibility for the information contained in this Base Prospectus and the Final Terms for each Tranche of Notes issued under the Programme. To the best of the knowledge of the Issuer the information contained in this Base Prospectus is in accordance with the facts and the Base Prospectus makes no omission likely to affect its import.

This Base Prospectus is to be read in conjunction with any supplements hereto, all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*”) and any Final Terms. This Base Prospectus shall be read and construed on the basis that such documents are incorporated in and form part of this Base Prospectus.

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

No representation, warranty or undertaking, express or implied, is made by any Dealer or the Trustee, and to the fullest extent permitted by law, the Dealers and the Trustee disclaim all responsibility or liability which they might otherwise have, as to the accuracy or completeness of the information contained in this Base Prospectus or any other financial statement or any further information supplied in connection with the Programme or the Notes or their distribution. The statements made in this paragraph are made without prejudice to the responsibility of the Issuer under the Programme.

Neither the Dealers nor the Trustee (as defined below) accept any liability whether arising in tort or contract or otherwise in relation to the information contained in this Base Prospectus or any other information provided by the Issuer in connection with the Programme.

No person has been authorised to give any information or to make any representation not contained herein and any information or representation not contained herein must not be relied upon as having been authorised by the Issuer, the Dealers or the Trustee.

None of this Base Prospectus, any financial statements and/or any further information supplied in connection with the Programme or the Notes is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation or constituting an offer or invitation by or on behalf of the Issuer, any of the Dealers or the Trustee that any recipient of this Base Prospectus or any financial statements or any further information supplied in connection with the Notes should subscribe for or purchase any of the Notes. Each investor contemplating purchasing Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer.

Neither the delivery of this Base Prospectus nor any subscription, sale or purchase of any Notes shall at any time imply that there has been no change in the affairs of the Issuer since the date hereof or that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other financial statements or any further information supplied in connection with the Notes is correct as of any time subsequent to the date indicated in the document containing the same. The Dealers and the Trustee expressly do not undertake to review the financial condition or affairs of the Issuer and its subsidiaries during the life of the Programme. Investors should review, inter alia, the most recently published Annual Report and Accounts of the Issuer when deciding whether or not to purchase any of the Notes.

Neither the Arranger nor any of the Dealers makes any representation as to the suitability of any Sustainable Notes (as defined herein), including the listing or admission to trading thereof on any dedicated ‘green’,

‘environmental’, ‘sustainable’, ‘social’ or other equivalently-labelled segment of any stock exchange or securities market, to fulfil any green, social, environmental or sustainability criteria required by any prospective investors. The Arranger and the Dealers have not undertaken, nor are they responsible for, any assessment of the eligibility criteria for Eligible Sustainable Projects (as defined herein), any verification of whether the Eligible Sustainable Projects meet such criteria or the monitoring of the use of proceeds of any Sustainable Notes (or amounts equal thereto). Investors should refer to any sustainability framework which the Issuer may publish from time to time, any second party opinion delivered in respect thereof, and any public reporting by or on behalf of the Issuer in respect of the application of the proceeds of any issue of Sustainable Notes for further information. Any such sustainability framework and/or second party opinion and/or public reporting will not be incorporated by reference in this Base Prospectus and neither the Arranger nor any of the Dealers makes any representation as to the suitability or contents thereof.

## DISTRIBUTION

**MiFID II product governance / target market** – The Final Terms in respect of any Notes may include a legend entitled “*MiFID II Product Governance*” which will outline the target market assessment in respect of the Notes and which channels 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 channels.

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

**UK MiFIR product governance / target market** – The Final Terms in respect of any Notes will include a legend entitled “*UK MiFIR Product Governance*” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Notes is a manufacturer in respect of such Notes, but otherwise neither the Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

**EU PRIIPs Regulation / 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: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **EU 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 EU PRIIPs Regulation.

**UK PRIIPs Regulation / UK retail investors** – If the Final Terms in respect of any Notes includes a legend entitled “*Prohibition of Sales to UK Retail Investors*”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the UK. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

This Base Prospectus has been prepared on the basis that Notes will be issued with a minimum denomination not less than €100,000 (or equivalent in another currency).

None of this Base Prospectus, any financial statements and/or any further information supplied in connection with the Programme or the Notes constitutes an offer of, or an invitation by or on behalf of the Issuer, the Dealers or the Trustee to subscribe for or purchase, any of the Notes.

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

If a jurisdiction requires that any offering of Notes be made by a licensed broker or dealer and any Dealer or any affiliate of any Dealer is a licensed broker or dealer in that jurisdiction and so agrees, such offering in such jurisdiction shall be deemed to be made by such Dealer or such affiliate, as the case may be, on behalf of the Issuer.

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

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

- (i) has sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Base Prospectus or any applicable supplement;

- (ii) has access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact the Notes will have on its overall investment portfolio;
- (iii) has sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understands thoroughly the terms of the Notes and is familiar with the behaviour of financial markets;
- (v) is able to evaluate possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks; and
- (vi) understands the accounting, legal, regulatory and tax implications of a purchase, holding and disposal of an interest in the relevant Notes.

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 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.

#### **UK BENCHMARKS REGULATION**

Amounts payable on Floating Rate Notes issued under the Programme may be calculated by reference to the Euro Interbank Offered Rate (**EURIBOR**), the Sterling Overnight Index Average (**SONIA**), the Secured Overnight Financing Rate (**SOFR**) or the Euro Short-term Rate (**€STR**) as specified in the applicable Final Terms, and amounts payable on Reset Notes issued under the Programme may in certain circumstances be determined in part by reference to certain of those benchmarks. The applicable Final Terms will indicate whether or not the benchmark is provided by an administrator included in the register of administrators and benchmarks established and maintained by the the FCA's register of administrators under Article 36 of Regulation (EU) No 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**). Transitional provisions in the UK Benchmarks Regulation may have the result that the administrator of a particular benchmark is not required to appear in the register of administrators and benchmarks at the date of the Final Terms. The registration status of any administrator under the UK Benchmarks Regulation is a matter of public record and, save where required by applicable law, the Issuer does not intend to update the Final Terms to reflect any change in the registration status of the administrator.

#### **SINGAPORE: SECTION 309B(1)(C) NOTIFICATION**

In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore, as amended or modified from time to time (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has, unless otherwise specified before an offer of Notes, determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), the classification of all Notes to be issued under the Programme as "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

## STABILISATION

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

## FORWARD LOOKING STATEMENTS

Some statements in this Base Prospectus may be deemed to be forward looking statements. Forward looking statements include statements concerning the Issuer's plans, objectives, goals, strategies, future operations and performance and the assumptions underlying these forward looking statements. When used in this Base Prospectus, words such as "anticipates", "estimates", "expects", "believes", "intends", "plans", "aims", "seeks", "may", "will", "should" and any similar expressions generally identify forward looking statements. Forward looking statements are based on the current view of the Issuer's management with respect to future events and financial performance. Although the Issuer believes that the expectations, estimates and projections reflected in its forward looking statements are reasonable as at the date of this Base Prospectus, the Issuer's actual results of operations may vary materially from those expected, estimated or predicted.

Any forward looking statements contained in this Base Prospectus speak only as at the date of this Base Prospectus. Without prejudice to any requirements under applicable laws and regulations, the Issuer expressly disclaims any obligation or undertaking to disseminate after the date of this Base Prospectus any updates or revisions to any forward looking statements contained in it to reflect any change in expectations or any change in events, conditions or circumstances on which any such forward looking statement is based.

## CERTAIN DEFINED TERMS

In this Base Prospectus, unless otherwise specified or the context otherwise requires, references to the **Act** are to the Building Societies Act 1986, which expression shall include, where applicable, any statutory modification or re-enactment thereof or any statutory instrument, order or regulation made thereunder or under any statutory modification or re-enactment.

Terms used in this Base Prospectus, shall unless otherwise defined or the context otherwise requires, have the same meanings as are given to them in the Act or, as the case may be, the Rules of the Society (the **Rules**) or the Memorandum of the Society (the **Memorandum**).

In this Base Prospectus, references to **£, pounds** and **Sterling** are to pounds sterling, references to **U.S.\$** and **U.S. Dollars** are to United States dollars, references to **Yen** and **¥** are to Japanese Yen and references to **€** or **euro** are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

In this Base Prospectus, unless the contrary intention appears, a reference to a law, a provision of a law or a regulation is a reference to that law, provision or regulation as extended, amended, superseded or re-enacted.

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## OVERVIEW OF THE PROGRAMME

*The following overview does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Base Prospectus and, in relation to the terms and conditions of any particular Tranche of Notes, the applicable Final Terms. The Issuer and any relevant Dealer may agree that Notes shall be issued in a form other than that contemplated in the Terms and Conditions, in which event, a new Base Prospectus or a drawdown prospectus will be published.*

This Overview constitutes a general description of the Programme for the purposes of Article 25(1) of Delegated Regulation (EU) No 2019/980 as it forms part of domestic law by virtue of the EUWA (the **UK Delegated Regulation**).

*Words and expressions defined in “Form of the Notes” and “Terms and Conditions of the Notes” shall have the same meanings in this Overview. References in this Base Prospectus to the “Group” are references to Nationwide Building Society and its subsidiaries, all of which are consolidated, unless the context otherwise requires.*

**Issuer:** Nationwide Building Society (the **Issuer**). The Issuer is the largest building society in the United Kingdom, based on total assets of £254.9 billion as at 4 April 2021.

**Issuer Legal Entity Identifier (LEI):** 549300XFX12G42QIKN82

**Website of the Issuer:** <https://www.nationwide.co.uk/>

The information on <https://www.nationwide.co.uk/> does not form part of this Base Prospectus, except where that information has otherwise expressly been incorporated by reference into this Base Prospectus.

**Risk Factors:** Certain factors may affect the Issuer’s ability to fulfil its obligations under Notes issued under the Programme. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme. These are set out under, and prospective investors should carefully read, “*Risk Factors*” below.

**Dealers:**

- Barclays Bank PLC
- BNP Paribas
- Citigroup Global Markets Limited
- Credit Suisse International
- Deutsche Bank AG, London Branch
- Goldman Sachs International
- HSBC Bank plc
- J.P. Morgan Securities plc
- Lloyds Bank Corporate Markets plc
- Merrill Lynch International
- Morgan Stanley & Co. International plc
- NatWest Markets Plc
- Nomura International plc
- RBC Europe Limited
- Société Générale
- The Toronto-Dominion Bank
- UBS AG London Branch

<b>Issuing and Principal Paying Agent:</b>	Citibank, N.A., London Branch
<b>Amount:</b>	Up to U.S.\$25,000,000,000 nominal amount outstanding at any time (or its equivalent in other currencies as described herein) excluding Deposit Notes. The Issuer may increase the amount of the Programme in accordance with the terms of the Programme Agreement.
<b>Distribution:</b>	Notes may be distributed by way of private or public placement and in each case on a syndicated or non-syndicated basis.
<b>Currencies:</b>	Subject to any applicable legal or regulatory restrictions, Notes may be denominated in Sterling, euro, U.S. dollars, Yen or any other currency, as may be agreed from time to time by the Issuer, the relevant Dealer(s), the Agent and the Trustee.  Each issue of Notes denominated in a currency in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply will only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time.
<b>Denominations:</b>	The Notes will be issued in such denominations as may be agreed between the Issuer and the relevant Dealer(s), save that: <ul style="list-style-type: none"> <li>(i) the minimum denomination of each Note will be such amount as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency; and</li> <li>(ii) the minimum denomination of each Note will be not less than €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).</li> </ul>
<b>Maturities:</b>	Notes may have any maturity as indicated in the applicable Final Terms, save that (a) in the case of Subordinated Notes, the minimum maturity will be five years, (b) in the case of Senior Non-Preferred Notes, the minimum maturity will be one year and one day, (c) in the case of Deposit Notes, the maximum maturity will be five years less one day, and (d) notwithstanding (a), (b) and (c) above, in any case such other maturity as may be required from time to time by the relevant monetary authority or any laws or regulations applicable to the relevant currency.
<b>Issue Price:</b>	Notes may be issued at par or at a premium or discount to par and will be issued on a fully-paid basis.
<b>Form:</b>	The Notes will be issued in bearer form.
<b>Terms of the Notes:</b>	The final terms of the Notes will be specified in the applicable Final Terms, which must be read together with the Terms and Conditions of the Notes set out in this Base Prospectus (as amended, if applicable).

**Interest:** The following types of Note may be issued: (i) Notes which bear interest at a fixed or floating rate; (ii) Notes which bear interest at the initial rate specified in the applicable Final Terms, which may be reset thereafter; (iii) Notes which bear interest on the basis of a combination of fixed and floating rates; and (iv) Notes which do not bear interest. Interest periods, rates of interest and the terms of and/or amounts payable on redemption may differ depending on the Notes being issued and such terms will be specified in the applicable Final Terms.

**Benchmark discontinuation:** If so specified in the applicable Final Terms for a Series of Notes, then in the event that a Benchmark Event or Benchmark Transition Event (as applicable) occurs, such that any rate of interest (or any component part thereof) cannot be determined by reference to the original benchmark or screen rate (as applicable) specified in the applicable Final Terms, then the Issuer may (subject to certain conditions) be permitted to substitute such benchmark and/or screen rate (as applicable) with a successor, replacement or alternative benchmark and/or screen rate (with consequent amendment to the terms of such Series of Notes and the application of an adjustment spread (which could be positive, negative or zero)). See Condition 4.4 for further information.

**Redemption:** The Final Terms relating to each Tranche of Notes will indicate either that the Notes cannot be redeemed prior to their stated maturity (other than for taxation reasons or following an Event of Default or, if applicable, in the case of Subordinated Notes, following the occurrence of a Regulatory Event or, if applicable, in the case of Senior Non-Preferred Notes, following the occurrence of a Loss Absorption Disqualification Event) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders upon giving notice to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Final Terms.

**Subject to certain exceptions, Subordinated Notes may not be redeemed prior to five years from the issue date thereof.**

**Substitution and Variation in respect of Senior Non-Preferred Notes:** If so specified in the applicable Final Terms for a Series of Senior Non-Preferred Notes, upon the occurrence of a Loss Absorption Disqualification Event, the Issuer may, subject to certain conditions and without the consent of the Noteholders, either substitute all (but not some only) of the relevant Series of Senior Non-Preferred Notes for, or vary the terms of such Series of Senior Non-Preferred Notes so that they remain or become, Loss Absorption Compliant Notes.

**Denomination of Notes:** So long as any Notes are represented by a temporary global Note or a permanent global Note and the relevant clearing system(s) so permit, the Notes shall be tradeable only in principal amounts of at least the Specified Denomination (or, if more than one Specified Denomination, the lowest Specified Denomination) provided in the applicable Final Terms and integral multiples of the Calculation Amount specified in the applicable Final Terms in excess thereof, save that the minimum denomination of

each Note will be €100,000 (or, if the Notes are denominated in a currency other than euro, the equivalent amount in such currency).

**Taxation:**

All payments in respect of the Notes will be made without deduction for or on account of United Kingdom withholding taxes, unless the withholding is required by law. In that event, the Issuer will (subject to certain exceptions as set out in Condition 9) pay such additional amounts:

- (i) in the case of all Senior Preferred Notes and Deposit Notes, in respect of interest or principal; or
- (ii) in the case of all Subordinated Notes and Senior Non-Preferred Notes, in respect of interest only,

as will result in Noteholders receiving such amounts as they would have received in respect of the Notes had no such withholding been required.

For the avoidance of doubt, in the case of Subordinated Notes and Senior Non-Preferred Notes, the Issuer will not pay any additional amounts in respect of principal (including premium and other payments akin to principal, as more fully described in the Terms and Conditions of the Notes).

**Status of the Senior Preferred Notes and Deposit Notes:**

The Senior Preferred Notes, the Deposit Notes and any relative Coupons will constitute direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and will rank (subject to the provisions of Condition 3) *pari passu* and without any preference among themselves, junior to obligations required to be preferred by law (which includes certain member share accounts which are given preferential status by law) and at least equally with all other Ordinary Non-Preferential Debts of the Issuer.

Accordingly, subject to the Insolvency Act (and any other Ranking Legislation), the Senior Preferred Notes, the Deposit Notes and any relative Coupons will (for so long as they are not secured pursuant to the provisions of Condition 3) form part of the class of Ordinary Non-Preferential Debts of the Issuer under the Insolvency Act (and any other Ranking Legislation).

As used herein:

**Hierarchy Order** means The Banks and Building Societies (Priorities on Insolvency) Order 2018, as amended or superseded from time to time;

**Insolvency Act** means the Insolvency Act 1986, as amended or superseded from time to time (including by the Hierarchy Order);

**Ordinary Non-Preferential Debts** means 'ordinary non-preferential debts' as defined in Section 387A(3)(a) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation); and

**Ranking Legislation** means the Insolvency Act, the Hierarchy Order and, if and to the extent applicable to the Issuer, any other law or regulation which is amended by the Hierarchy Order.

**Status of the Senior Non-Preferred Notes:**

The Senior Non-Preferred Notes may only be issued upon terms such that they (A) have an original contractual maturity of at least one year, and (B) are not derivatives and contain no embedded derivatives for the purposes of Section 387A(3)(b)(ii) of the Insolvency Act (and the relevant section of any other Ranking Legislation).

The Senior Non-Preferred Notes and any relative Coupons will constitute direct and unsecured obligations of the Issuer and, subject to the Insolvency Act (and any other Ranking Legislation), will constitute Secondary Non-Preferential Debts under the Insolvency Act (and any other Ranking Legislation) ranking *pari passu* and without any preference among themselves.

Accordingly, subject to the Insolvency Act (and any other Ranking Legislation), claims in respect of principal, interest and any other amount (including, without limitation, any damages awarded for breach of the Issuer's obligations) in respect of the Senior Non-Preferred Notes and any relative Coupons will, in the event of the winding up or dissolution of the Issuer (subject as otherwise provided in an Excluded Dissolution), rank as provided for Secondary Non-Preferential Debts in the Insolvency Act (and any other Ranking Legislation), as further described in Condition 2.2.

As used herein, **Secondary Non-Preferential Debts** means 'secondary non-preferential debts' as defined in Section 387A(3)(b) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation).

**Status of the Subordinated Notes:**

The Subordinated Notes and any relative Coupons will constitute direct, subordinated and unsecured obligations of the Issuer and will rank *pari passu* and without any preference among themselves.

Accordingly, subject to the Insolvency Act (and any other Ranking Legislation), the Subordinated Notes and any relative Coupons will form part of the class of Tertiary Non-Preferential Debts under the Insolvency Act (and any other Ranking Legislation), and claims in respect of principal, interest and any other amount (including, without limitation, any damages awarded for breach of the Issuer's obligations) in respect of Subordinated Notes and any relative Coupons will, in the event of the winding up or dissolution of the Issuer (subject as otherwise provided in an Excluded Dissolution), be subordinated in the manner provided in the Trust Deed and as further described in Condition 2.3.

As used herein, **Tertiary Non-Preferential Debts** means 'tertiary non-preferential debts' as defined in Section 387A(3)(c) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation).

<b>Waiver of Set-off:</b>	Subject to applicable law, no holder of any Senior Non-Preferred Note or Subordinated Note or any Coupon relating thereto (if any) nor the Trustee may exercise or claim any right of set-off in respect of any amount owed to it by the Issuer arising under or in connection with the Senior Non-Preferred Notes, the Subordinated Notes or the Coupons relating thereto, and each Noteholder or Couponholder shall, by virtue of its being the holder of (or the holder of any interest in) any Senior Non-Preferred Note, Subordinated Note or relative Coupon, be deemed to have waived all such rights of set-off.
<b>Cross Acceleration:</b>	The Senior Preferred Notes and the Deposit Notes will contain a cross acceleration clause in respect of indebtedness for moneys borrowed or raised by the Issuer. The Senior Non-Preferred Notes and the Subordinated Notes will not contain a cross acceleration clause.
<b>Negative Pledge:</b>	The Senior Preferred Notes and the Deposit Notes will contain a negative pledge prohibiting (subject to the exception set out therein) the Issuer or any Subsidiary from creating security to secure any Loan Stock of the Issuer or any Subsidiary. The Senior Non-Preferred Notes and the Subordinated Notes will not contain a negative pledge.
<b>Rating:</b>	Series of Notes issued under the Programme may be rated or unrated. Where a Series of Notes is rated, such rating will be disclosed in the applicable Final Terms and will not necessarily be the same as the ratings assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
<b>Events of Default for Senior Preferred Notes and Deposit Notes:</b>	<p>The terms of the Senior Preferred Notes and Deposit Notes will contain, amongst others, the following events of default (as more fully set out at Condition 10):</p> <ul style="list-style-type: none"> <li>(a) default in payments of any principal or interest due in respect of the Notes, continuing for a specified period of time;</li> <li>(b) non-performance or non-observance by the Issuer of any of its other obligations under the Terms and Conditions of the Notes or the Trust Deed continuing for a specified period of time;</li> <li>(c) default by the Issuer or any of its Principal Subsidiaries relating to present or future indebtedness in an amount of £40,000,000 or more;</li> <li>(d) any distress, execution or similar legal process of a claim of £20,000,000 or more is levied or enforced or sued out upon or against any part of the property, assets or revenues of the Issuer or any Principal Subsidiary and is not discharged or stayed within 30 days of having been so levied, enforced or sued out; and</li> <li>(e) events relating to the administration, liquidation, insolvency or winding up of the Issuer or any of its Principal Subsidiaries.</li> </ul>

**Events of Default for Subordinated Notes and Senior Non-Preferred Notes:**

The Events of Default and enforcement rights in respect of Subordinated Notes and Senior Non-Preferred Notes are restricted (as more fully set out at Condition 11).

If default is made for a period of seven days or more in the payment of any principal due on any Subordinated Notes or Senior Non-Preferred Notes or for a period of 14 days or more in the payment of any interest due on any Subordinated Notes or Senior Non-Preferred Notes, the Trustee may institute proceedings for the winding up of the Issuer in England (but not elsewhere) and prove in such winding up but may take no other action in respect of such default.

In the event of a winding up or dissolution of the Issuer (other than an Excluded Dissolution), the Trustee may give notice to the Issuer accelerating the Subordinated Notes or Senior Non-Preferred Notes and may prove in such winding up or dissolution in respect of such Notes (such claim ranking, in the case of Subordinated Notes, as provided in Condition 2.3 or, in the case of Senior Non-Preferred Notes, Condition 2.2).

**Listing:**

Application has been made for Senior Preferred Notes, Senior Non-Preferred Notes and the Subordinated Notes issued under the Programme to be listed on the main market of the London Stock Exchange.

**Use of Proceeds:**

The net proceeds from each issue of Notes will be applied by the Issuer for the general purposes of the Issuer, including without limitation, making mortgage advances on private residential property located in the United Kingdom and making a profit, or as otherwise specified in the applicable Final Terms in respect of any Notes.

Notes may be issued as Sustainable Notes and the applicable Final Terms will indicate if the Notes are intended to constitute Sustainable Notes. The Issuer intends to allocate an amount equal to the net proceeds from any issue of Sustainable Notes to advance loans to the Issuer's customers on a targeted basis for the purposes of the financing and/or refinancing by such customers of Eligible Sustainable Projects, in line with any sustainability framework the Issuer may publish from time to time.

**Governing Law:**

The Notes and any non-contractual obligations arising out of or in connection with the Notes will be governed by, and shall be construed in accordance with, English law.

**Recognition of UK Bail-in:**

Notwithstanding, and to the exclusion of, any other term of any Series of Notes or any other agreements, arrangements or understandings between the Issuer and any Noteholder (or the Trustee on behalf of any Noteholder), by its acquisition of any Note (or any interest therein), each Noteholder acknowledges and accepts that the amounts due arising under the Notes may be subject to the exercise of the UK Bail-in Power, and acknowledges, accepts, consents, and agrees to be bound by the effect of the exercise of the UK Bail-in Power by the Resolution Authority, all in accordance with, and as more fully described in, Condition 21.

<b>Selling Restrictions:</b>	There are selling restrictions in relation to the offering and sale of a particular Tranche of Notes. See “ <i>Subscription and Sale</i> ”.
<b>United States Selling Restrictions:</b>	Regulation S, Category 2, TEFRA C, TEFRA D or TEFRA not applicable, as specified in the applicable Final Terms.
<b>MiFID II/ UK MiFIR Product Governance:</b>	The Final Terms in respect of any Notes may include a legend entitled “ <i>MiFID II product governance</i> ” and/or a legend entitled “ <i>UK MiFIR product governance</i> ” which will outline the target market assessment in respect of the Notes and which channels for distribution of the Notes are appropriate. Any distributor of Notes should take into consideration any such target market assessment; however, a distributor subject to MiFID II or the UK MiFIR Product Governance Rules is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the relevant target market assessment) and determining appropriate distribution channels.
<b>Prohibition of Sales to EEA and UK retail investors:</b>	If the Final Terms in respect of any Notes includes a legend entitled “ <i>Prohibition of Sales to EEA Retail Investors</i> ” and/or a legend entitled “ <i>Prohibition of Sales to UK Retail Investors</i> ”, the Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the EEA or in the UK, respectively. No key information document required by the EU PRIIPs Regulation or the UK PRIIPs Regulation for offering or selling any Notes or otherwise making them available to retail investors in the EEA or the UK, respectively, will be prepared for any such Notes and therefore offering or selling any such Notes or otherwise making them available to any retail investor in the EEA or, as the case may be, the UK may be unlawful under the EU PRIIPs Regulation and/or the UK PRIIPs Regulation, as applicable.



## RISK FACTORS

*The Issuer believes that the following factors may affect its ability to fulfil its obligations under Notes issued under the Programme.*

*In addition, factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme and which may or may not occur are also described below.*

*The Issuer believes that the factors described below represent the principal risks inherent in investing in Notes issued under the Programme, but the inability of the 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 the Issuer based on information currently available to it or which it may not currently be able to anticipate. There is a wide range of factors which individually or together could result in the Issuer becoming unable to make all payments due in respect of the Notes. It is not possible to identify all such factors or to determine which factors are most likely to occur, as the Issuer may not be aware of all relevant factors and certain factors which it currently deems not to be material may become material as a result of the occurrence of events outside the Issuer's control. Prospective investors should also read the detailed information set out elsewhere in this Base Prospectus and reach their own views prior to making any investment decision.*

### **1 FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME**

#### **1.1 Risks Related to the Notes generally**

##### **1.1.1 *The UK Banking Act 2009 confers substantial powers on a number of UK authorities designed to enable them to take a range of actions in relation to UK deposit-taking institutions which are considered to be at risk of failing. The exercise of any of these actions in relation to the Issuer or any Notes could materially adversely affect the value of any Notes and/or the rights of Noteholders***

Under the UK Banking Act 2009 as amended (the **Banking Act**), substantial powers are granted to HM Treasury, the Bank of England (the **BoE**) acting as the Prudential Regulation Authority through its Prudential Regulation Committee (the **PRA**), the FCA and the BoE (together, the **Authorities**) as part of the Special Resolution Regime (the **SRR**). These powers enable the Authorities to deal with, amongst other entities, a UK bank or building society (each a **relevant entity**) in circumstances in which the Authorities consider that the resolution conditions are satisfied, through a series of Stabilisation Options, as defined in Section 3.2. For further information in relation to the Issuer's regulatory environment and capital requirements see "*Risks Related To Regulations/The Regulatory Environment – The Issuer is subject to wide-ranging regulatory action in the event that it is considered likely to fail and its failure poses a threat to the public interest*" and "*Risks Related To Regulations/The Regulatory Environment – The Issuer is subject to regulatory capital and liquidity requirements which may change*".

*Various actions may be taken under the SRR in relation to the Notes without the consent of the Noteholders*

If the Issuer were made subject to the SRR, HM Treasury or the BoE may exercise extensive share transfer powers (applying to a wide range of securities) and property transfer powers (including powers for partial transfers of property, rights and liabilities) in respect of the Issuer and/or its securities (subject to certain protections).

Exercise of these powers could involve taking various actions in relation to any securities issued by the Issuer (including any Notes issued under the Programme) without the consent of the Noteholders, including (among other things):

- transferring the Notes out of the hands of the holders;
- delisting the Notes;
- writing down (which may be to nil) the Notes or converting the Notes into another form or class of securities; and/or
- modifying or disapplying certain terms of the Notes, which could include modifications to (without limitation) the maturity date (which may be to extend the maturity date), the interest provisions (including reducing the amount of interest payable, the manner in which interest is calculated and/or the scheduled interest payment dates, including by suspending payment for a temporary period), and/or the redemption provisions (including the timing of any redemption options and/or the amount payable upon redemption), and may result in the disapplication of acceleration rights or events of default under the terms of the Notes or the effect thereof.

The relevant Authorities may exercise the bail-in tool under the Banking Act to recapitalise a relevant entity in resolution by allocating losses to (amongst others) its capital providers and unsecured creditors (which would include Noteholders) in a manner that (i) ought to respect the hierarchy of claims in an ordinary insolvency and (ii) is consistent with shareholders and creditors not receiving a less favourable treatment than they would have received in ordinary insolvency proceedings of the relevant entity (known as the “no creditor worse off” safeguard, although this may not apply in relation to an application of the write-down and conversion power in circumstances where a stabilisation power is not also used; holders of debt instruments which are subject to the power may, however, have ordinary shares transferred to or issued to them by way of compensation). Accordingly, the ranking of Notes in insolvency can be expected to have a direct impact on the relative losses imposed on Noteholders in a resolution. For further information with respect to the ranking of Notes, see *“The Notes rank junior to most of the Issuer’s liabilities”*.

The bail-in tool includes the power to cancel a liability or modify the terms of contracts for the purposes of reducing or deferring the liabilities of the relevant entity under resolution and the power to convert a liability from one form or class to another. There is also the power to convert a building society into a company in connection with a bail-in. The exercise of such powers may result in the cancellation of all, or a portion, of the principal amount of, interest on, or any other amounts payable on, the Notes and/or the conversion of all or a portion of the principal amount of, interest on, or any other amounts payable on, the Notes into equity securities (which, in the case of the Issuer, could be core capital deferred shares) or other securities or other obligations of the Issuer or another person, including by means of a variation to the terms of the Notes.

The taking of any such actions could materially adversely affect the rights of Noteholders, the price or value of their investment in the Notes, the liquidity and/or volatility of any market in the Notes and/or the ability of the Issuer to satisfy its obligations under the Notes. In such circumstances, Noteholders may have a claim for compensation under one of the compensation schemes existing under, or contemplated by, the Banking Act. However, such compensation will be limited to the return the Noteholder might otherwise have received on an insolvency of the Issuer (less the value already received through resolution), and there can be no assurance that Noteholders will have such a claim or, if they do, that they would thereby recover compensation promptly or equal to any loss actually incurred.

In addition, if the market perceives or anticipates that any action may be taken under the Banking Act in respect of the Issuer or any of its securities (including any Notes issued under the Programme), this may have a significant adverse effect on the market price of the Notes and/or the liquidity and/or volatility of any market in the Notes, whether or not such powers are ultimately exercised. In such case, investors may experience difficulty in selling their Notes, or may only be able to sell their Notes at a loss.

*Mandatory write-down and conversion of capital instruments and relevant internal liabilities may affect the Subordinated Notes, including outside formal resolution proceedings*

As noted above, in addition to the Stabilisation Options which may be used in a resolution of an institution, the Banking Act contains a write-down and conversion tool which enables (and, if the institution enters into resolution, requires) the relevant Authorities permanently to write-down, or convert into common equity tier 1 instruments (which, in the case of the Issuer, could be core capital deferred shares), any Tier 1 capital instruments and Tier 2 capital instruments (including Subordinated Notes issued under the Programme) and relevant internal liabilities at the point of non-viability of the relevant entity independently of (or in conjunction with) the exercise of any stabilisation power.

For the purposes of the application of such mandatory write-down and conversion power, the point of non-viability is the point at which (i) the relevant Authority determines that the relevant entity meets the conditions for resolution (but no resolution action has yet been taken), (ii) the relevant Authority determines that the relevant entity or its group will no longer be viable unless the relevant capital instruments and relevant internal liabilities are written-down or converted or (iii) extraordinary public financial support is required by the relevant entity other than, where the entity is an institution, for the purposes of remedying a serious disturbance in the UK economy and to preserve financial stability.

Subordinated Notes issued under the Programme may therefore be subject to write-down or conversion into equity on application of such powers (without requiring the consent of the holders thereof) independently of whether the Issuer is in, or subsequently enters into, resolution. This may result in the holders losing some or all of their investment even if the Issuer is not put into resolution. The “no creditor worse off” safeguard would not apply in relation to an application of such powers in circumstances where resolution powers are not also exercised.

The exercise of such mandatory write-down and conversion power under the Banking Act could, therefore, materially adversely affect the rights of holders of Subordinated Notes, and such exercise (or the perception that such exercise may occur) could materially adversely affect the price or value of their investment in Subordinated Notes and/or the ability of the Issuer to satisfy its obligations under the Notes, and/or may adversely affect liquidity and/or volatility in any market for such Subordinated Notes.

*The circumstances under which the relevant Authorities would exercise resolution powers are uncertain, which may affect the value of the Notes*

There is considerable uncertainty regarding the specific factors beyond the goals of addressing banking crises pre-emptively and minimising taxpayers’ exposure to losses (for example, by writing down relevant capital instruments before the injection of public funds into a financial institution) which the relevant Authorities would consider in deciding whether to exercise the Banking Act resolution powers with respect to the relevant financial institution and/or securities, such as the Notes, issued by that institution. While the Banking Act provides some guidance as to how and when the resolution powers may be utilised by the relevant Authorities, the Banking Act and Directive 2014/59/EU (the **Bank Recovery and Resolution Directive** or **BRRD**), as amended by Directive (EU) No. 2019/879 (**BRRD II**) (which has been broadly transposed into English law by amendments to the Banking Act) allow for discretion and there is no certainty as to how the relevant Authorities will exercise any resolution powers with respect to a financial institution and/or securities issued by that institution. As there may be many factors, including factors outside of the Issuer’s control or not directly related to it, which could result in such a determination, holders of the Notes may not be able to refer to publicly available criteria in order to anticipate a potential exercise of any such resolution powers.

Accordingly, the threat of resolution powers being used may affect trading behaviour, including prices and volatility, and, as a result, the Notes are not necessarily expected to follow the trading behaviour associated with other types of securities.

### 1.1.2 *The Notes rank junior to most of the Issuer's liabilities*

*Senior Preferred Notes and Deposit Notes rank behind liabilities which are preferred by law*

A substantial portion of claims against the Society in the event of its winding up or dissolution will rank ahead of claims in respect of the Senior Preferred Notes and Deposit Notes. Holders of Senior Preferred Notes, Deposit Notes and other unsubordinated creditors of the Issuer will, in an insolvency of the Issuer, rank junior to member share accounts, which are given preferential status under law.

The English insolvency regime applicable to the Society at the date of this Base Prospectus provides for:

- (i) a first-ranking preference to those deposits and share accounts (or a relevant part thereof) of natural persons and micro, small and medium enterprises, which are actually protected by the Financial Services Compensation Scheme (the **FSCS**) (i.e. are eligible for protection and do not exceed the FSCS coverage limit (being, as at the date of this Base Prospectus, £85,000); and
- (ii) a second-ranking preference to deposits and share accounts (or a relevant part thereof) of natural persons and micro, small and medium enterprises, which would be eligible for FSCS protection but for the fact that they either (a) exceed the coverage limit of the FSCS or (b) were made through a branch outside the EU. Such deposits and share accounts (or the relevant part thereof) will rank after the preferential debts referred to in paragraph (i) above but in priority to the claims of ordinary unsecured creditors that are not afforded preferential status in the event of an insolvency.

In a winding-up or dissolution of the Society, a substantial portion of the claims against it would be claims of its retail members, whose claims will rank ahead of claims in respect of the Senior Preferred Notes and Deposit Notes (which in turn will rank ahead of claims in respect of Senior Non-Preferred Notes and Subordinated Notes).

*Relative ranking of Notes issued under the Programme*

On a winding-up or dissolution of the Society, claims in respect of Senior Preferred Notes and Deposit Notes issued under the Programme will rank ahead of claims in respect of Senior Non-Preferred Notes (notwithstanding that Senior Preferred Notes and Senior Non-Preferred Notes both share the 'senior' designation under the Programme, investors should note that the latter ranks behind the former), which in turn will rank ahead of claims in respect of Subordinated Notes.

Therefore, in a winding-up or dissolution of the Society, the assets of the Society available for distribution would be expected to be distributed:

1. firstly, in satisfaction of all claims which are preferred by law to claims in respect of Senior Preferred Notes and Deposit Notes;
2. secondly, only if and to the extent any assets remain after the distributions above, in satisfaction of all claims in respect of Senior Preferred Notes, Deposit Notes and any other ordinary non-preferential debts (as that term is defined in Section 387A of the Insolvency Act) on a *pro rata* basis;
3. thirdly, only if and to the extent any assets remain after the distributions above, in satisfaction of all claims in respect of Senior Non-Preferred Notes and any other secondary non-preferential debts (as that term is defined in Section 387A of the Insolvency Act) on a *pro rata* basis; and

4. fourthly, only if and to the extent any assets remain after the distributions above (and, if applicable, after distributions in respect of subordinated liabilities of the Society which rank ahead of Subordinated Notes, if any), in satisfaction of all claims in respect of Subordinated Notes and any other tertiary non-preferential debts (as that term is defined in Section 387A of the Insolvency Act) which rank *pari passu* with Subordinated Notes, on a *pro rata* basis.

Accordingly, the Issuer may not have enough assets remaining after paying higher-priority creditors to pay amounts due under the relevant Notes, and in such circumstances Noteholders could lose some or all of their investment in the Notes.

#### *Relevance of ranking to recovery and resolution under the Banking Act*

The ranking of Notes in a winding up or dissolution of the Issuer can also be expected to have a direct impact on the relative losses imposed on Noteholders in a resolution of the Issuer or upon use of the write-down and conversion powers under the Banking Act, as such resolution and write-down and conversion powers ought to be used in a manner that respects the hierarchy of claims in an ordinary insolvency - see “*The UK Banking Act 2009 confers substantial powers on a number of UK authorities designed to enable them to take a range of actions in relation to UK deposit-taking institutions which are considered to be at risk of failing. The exercise of any of these actions in relation to the Issuer or any Notes could materially adversely affect the value of any Notes and/or the rights of Noteholders*”.

In addition, the Senior Non-Preferred Notes and Subordinated Notes are intended to contribute towards the Society’s minimum requirement for own funds and eligible liabilities (MREL), meaning that they are specifically intended to be available to resolution authorities for write-down, write-off or conversion to equity under the Banking Act in order to absorb losses and recapitalise the Society if it is failing, and before more senior-ranking creditors suffer losses. Accordingly, investors in Senior Non-Preferred Notes and Subordinated Notes may lose all or substantially all of their investment whilst investors in Senior Preferred Notes and Deposit Notes suffer lower (or no) losses (although there can be no assurance that investors in Senior Preferred Notes and Deposit Notes will not also suffer substantial or total losses). The market value of the Subordinated Notes and Senior Non-Preferred Notes may therefore be more severely adversely affected and/or more volatile if the Issuer’s financial condition deteriorates than the market value of the Senior Preferred Notes and Deposit Notes. Accordingly, holders of Senior Non-Preferred Notes may bear significantly more risk than holders of Senior Preferred Notes (notwithstanding that both share the ‘senior’ designation under the Programme) and Deposit Notes, and holders of Subordinated Notes may bear significantly greater risk than holders of Senior Non-Preferred Notes.

In the event of an insolvency, winding up or resolution of the Issuer, there is a real risk that investors in Senior Preferred Notes, Deposit Notes, Senior Non-Preferred Notes and/or Subordinated Notes would lose some or the entire amount of their investment. Furthermore, the market price of Senior Preferred Notes, Deposit Notes, Senior Non-Preferred Notes and Subordinated Notes can be expected to be materially adversely affected if the Issuer’s financial condition deteriorates such that the market anticipates the insolvency, winding-up or resolution of the Issuer.

#### *Noteholders agree to be bound by the exercise of any UK Bail-in Power by the Resolution Authority*

In recognition of the resolution powers granted by law to the Resolution Authority, by acquiring the Notes of any Series or any Coupon, each Noteholder and Couponholder will acknowledge and accept that the Amounts Due (as defined in the Terms and Conditions of the Notes) arising under the Notes and Coupons may be subject to the exercise of the UK Bail-in Power (as defined in the Terms and Conditions of the Notes) and will acknowledge, accept, consent and agree to be bound by the effect of the exercise of any UK Bail-in Power by the Resolution Authority, that may result in (i) the reduction of all, or a portion, of the Amounts Due; (ii) the conversion of all, or a portion, of the Amounts Due on

the Notes into shares, deferred shares (including core capital deferred shares) or other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Noteholder or Couponholder of such shares, deferred shares or other securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes or Coupons; (iii) the cancellation of the Notes or Coupons; (iv) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, or the dates on which interest becomes payable, including by suspending payment for a temporary period. Each Noteholder and Couponholder will further acknowledge, accept, consent and agree to be bound by the variation of the terms of the Notes, Trust Deed and Coupons, if necessary, to give effect to the exercise of the UK Bail-in Power by the Resolution Authority.

Accordingly, the UK Bail-in Power may be exercised in such a manner as to result in Noteholders and the Couponholders losing all or a part of the value of their investment in the Notes and Coupons, having payment on the Notes and Coupons suspended for a period of time or receiving a different security from the Notes or Coupons, which may be worth significantly less than the Notes and Coupons and which may have significantly fewer protections than those typically afforded to debt securities. Moreover, the Resolution Authority may exercise the UK Bail-in Power without providing any advance notice to, or requiring the consent of, the Noteholders or Couponholders. In addition, under the Terms and Conditions of the Notes, the exercise of the UK Bail-in Power by the Resolution Authority with respect to the Notes and the Coupons is not an Event of Default under the Notes or Coupons or a breach or default thereunder, or an event of default or default for any other purpose.

### ***1.1.3 The regulation and reform of benchmarks may adversely affect the value of Notes referencing such benchmarks***

#### *Benchmarks Regulation and Reform*

Interest rates and indices which are deemed to be “benchmarks” (including the London interbank offered rate (**LIBOR**) and the EURIBOR) are the subject of recent and ongoing reform. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely, or have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Notes referencing such a benchmark.

#### *EU and UK Benchmarks Regulation*

Regulation (EU) 2016/1011 (the **EU Benchmarks Regulation**) applies, subject to certain transitional provisions, to the provision of benchmarks, the contribution of input data to a benchmark and the use of a benchmark within the EU. Among other things, it (i) requires benchmark administrators to be authorised or registered (or, if non-EU-based, to be subject to an equivalent regime or otherwise recognised or endorsed) and (ii) prevents certain uses by EU supervised entities of benchmarks of administrators that are not authorised or registered (or, if non-EU based, not deemed equivalent or recognised or endorsed). Regulation (EU) 2016/1011 as it forms part of domestic law by virtue of the EUWA (the **UK Benchmarks Regulation**) among other things, applies to the provision of benchmarks and the use of a benchmark in the UK. Similarly, it prohibits the use in the UK by UK supervised entities (such as the Issuer) of benchmarks of administrators that are not authorised by the FCA or registered on the FCA register (or, if non-UK based, not deemed equivalent or recognised or endorsed).

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

## *IBOR replacement*

There is continued regulatory scrutiny of use of LIBOR and other inter-bank offered rates (**IBORs**) and increasing pressure and momentum for banks and other financial institutions to transition relevant products to replacement rates.

Different currency LIBORs are being transitioned to different rates which, in contrast to LIBOR rates (which include an interbank lending risk margin) may be (or may be derived from) risk-free rates, which may perform very differently from the relevant LIBOR rate.

For example, in the case of floating rate eurobonds:

- bonds which would traditionally have referenced GBP-LIBOR are generally referencing the SONIA;
- bonds which would traditionally have referenced USD-LIBOR are increasingly referencing the SOFR; and
- bonds which would traditionally have referenced EURIBOR may move towards referencing the new €STR (although a reformed EURIBOR rate will continue to be published).

The replacement risk-free rates referenced above operate on a backward-looking basis (predominantly on the basis of a daily compounding calculation, although weighted average alternatives have been seen in certain rates), rather than forward-looking term rates. While forward-looking term rates based on certain of these risk-free rates have been or are being developed, it is uncertain whether the capital markets will move to referencing those term rates for public bond issues, or if the regulators will allow such adoption.

More broadly, any of the international or national reforms, or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements. Specifically, the euro risk free-rate working group for the euro area has published a set of guiding principles and high level recommendations for fallback provisions in, amongst other things, new euro denominated cash products (including bonds) referencing EURIBOR. The guiding principles indicate, amongst other things, that continuing to reference EURIBOR in relevant contracts (without robust fallback provisions) may increase the risk to the euro area financial system. On 25 November 2020, the euro risk-free rate working group published consultations on EURIBOR fallback trigger events and fallback rates. The final recommendations were published on 11 May 2021. The recommended fallback triggers include both cessation and pre-cessation triggers, including, *inter alia*, permanent cessation, non-representativeness and (potentially) unlawfulness triggers (the working group recommended against a material change in the EURIBOR methodology as defined by the European Money Markets Institute (EMMI) being an automatic trigger). For debt securities, based on support for the proposals from the public consultation and issuances already observed in the capital markets, the working group recommended the replacement rate to be €STR with a backward-looking lookback period methodology (with an observation shift methodology, although use of the lag approach was considered a robust alternative) and applying an adjustment spread based on a five-year historical median methodology.

Separately, the FCA has indicated through a series of announcements that the continuation of LIBOR on the current basis cannot and will not be guaranteed after 2021. On 5 March 2021, ICE Benchmark Administration Limited (**IBA**), the administrator of LIBOR, published a statement confirming its intention to cease publication of all LIBOR settings, together with the dates on which this will occur, subject to the FCA exercising its powers to require IBA to continue publishing such LIBOR settings using a changed methodology (the **IBA announcement**). Concurrently, the FCA published a statement on the future

cessation and loss of representativeness of all LIBOR currencies and tenors, following the dates on which IBA has indicated it will cease publication (the **FCA announcement**). Permanent cessation will occur immediately after 31 December 2021 for all Euro and Swiss Franc LIBOR tenors and certain Sterling, Japanese Yen and US Dollar LIBOR settings and immediately after 30 June 2023 for certain other USD LIBOR settings. In relation to the remaining LIBOR settings (1-month, 3-month and 6-month Sterling, US Dollar and Japanese Yen LIBOR settings), the FCA will consult on, or continue to consider the case for, using its powers to require IBA to continue their publication under a changed methodology for a further period after end-2021 (end-June 2023 in the case of US Dollar LIBOR). The FCA announcement states that consequently, these LIBOR settings will no longer be representative of the underlying market that such settings are intended to measure immediately after 31 December 2021, in the case of the Sterling and Japanese Yen LIBOR settings and immediately after 30 June 2023, in the case of the USD LIBOR settings. Any continued publication of the Japanese Yen LIBOR settings will also cease permanently at the end of 2022.

The potential transition from IBORs to risk-free or other rates or benchmarks, the cessation of a benchmark or changes in the manner of administration of any benchmark could require an adjustment to the Terms and Conditions of the Notes, or result in other consequences, in respect of any Notes referencing such benchmark. Such factors may have (without limitation) also the following effects on certain benchmarks: (i) discouraging market participants from continuing to administer or contribute to a benchmark; (ii) triggering changes in the rules or methodologies used in the benchmark and/or (iii) leading to the disappearance of the benchmark. Any of the above changes or any other consequential changes as a result of international or national reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Notes linked to, referencing, or otherwise dependent (in whole or in part) upon, a benchmark.

#### *Benchmark discontinuation under the Conditions*

The Terms and Conditions of the Notes provide for certain fallback arrangements in the event that a Benchmark Event or a Benchmark Transition Event (as applicable) occurs in respect of the Original Reference Rate for the relevant series of Notes, including (without limitation) if an inter-bank offered rate (such as EURIBOR) or other relevant reference rate (which could include, without limitation, any mid-swap rate), and/or any page on which such benchmark may be published (or any other successor service) becomes unavailable or a Benchmark Event or a Benchmark Transition Event (each as defined in the Terms and Conditions), as applicable, otherwise occurs.

Such fallback arrangements include the possibility that the rate of interest could be set by reference to a successor, alternative or Benchmark Replacement (as defined in the Terms and Conditions) together with the application of an adjustment spread or Benchmark Replacement Adjustment (as defined in the Terms and Conditions) (which could be positive, negative or zero), and may include amendments to the Terms and Conditions of the Notes to ensure the proper operation of the new benchmark, all as determined by the Issuer (acting in good faith and in consultation with an Independent Adviser) and as more fully described at Condition 4.4. However, the Issuer will not be required to implement a successor, alternative or Benchmark Replacement or any adjustment spread or Benchmark Replacement Adjustment or make any amendments to the Conditions of any Notes if and to the extent that, in its determination, the same could reasonably be expected to impact adversely the treatment of the Notes under the prudential or loss-absorption regulations in certain respects, and in such case the Issuer may, subject to certain conditions, be able to apply the provisions of Condition 4.4 on an adjusted basis to avoid that outcome, all as more fully described under Condition 4.4(f). It is possible that the adoption of a successor or alternative rate or Benchmark Replacement, including any adjustment spread or Benchmark Replacement Adjustment, may result in a rate of interest less favourable to holders than the Original Reference Rate.



There is also a risk that the relevant fallback provisions may not operate as expected or as intended at the relevant time.

*Floating Rate Notes issued under the Programme could effectively become Fixed Rate Notes*

Furthermore, in certain circumstances, the ultimate fallback for the purposes of calculation of the Rate of Interest for a particular Interest Accrual Period may result in the Rate of Interest for the last preceding Interest Period being used. This may result in the effective application of a fixed rate for Floating Rate Notes based on the rate which was last observed on the Relevant Screen Page or, in the case of Reset Notes, the application of the previous reset Rate of Interest for a preceding Reset Period, or for the First Reset Rate of Interest, the application of the Initial Rate of Interest applicable to such Notes on the Interest Commencement Date or a rate based on the Mid-Swap Fallback Rate.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by the UK Benchmarks Regulation and/or the EU Benchmarks Regulation reforms and the possible application of the benchmark replacement provisions of the Notes in making any investment decision with respect to any Notes referencing a benchmark.

**1.1.4** *The market continues to develop in relation to risk free rates (including overnight rates) as reference rates*

Where the applicable Final Terms for a Series of Floating Rate Notes identifies that the Rate of Interest for such Notes will be determined by reference to SONIA, SOFR or €STR, the Rate of Interest will be determined on the basis of the relevant reference rate (as further described in the Terms and Conditions of the Notes). All such rates are based on ‘overnight rates’. Overnight rates differ from interbank offered rates, such as LIBOR, in a number of material respects, including (without limitation) that such rates are backwards-looking, risk-free overnight rates, whereas LIBOR is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that overnight rates may behave materially differently as interest reference rates for Notes issued under the Programme compared to interbank offered rates. The use of overnight rates as reference rates for Eurobonds is subject to continued change and development, both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing such overnight rates.

Accordingly, prospective investors in any Notes referencing any overnight rates should be aware that the market continues to develop in relation to such rates in the capital markets and their adoption as an alternative to interbank offered rates such as LIBOR. Market participants, industry groups and/or central bank-led working groups have explored compounded and weighted average rates and observation methodologies for such rates (including so-called ‘shift’, ‘lag’, and ‘lock-out’ methodologies) and forward-looking ‘term’ reference rates derived from these overnight rates have also been, or are being, developed. The adoption of overnight rates may also see component inputs into swap rates or other composite rates transferring from LIBOR or another reference rate to an overnight rate.

The market or a significant part thereof may adopt overnight rates in a way that differs significantly from those set out in the Terms and Conditions of the Notes issued under the Programme. In addition, the methodology for determining any overnight rate index by reference to which the Rate of Interest in respect of certain Notes may be calculated could change during the life of any Notes. Furthermore, the Issuer may in the future issue Notes referencing SONIA, SOFR or €STR that differ materially in terms of interest determination when compared with any previous SONIA-, SOFR- or €STR-referenced Notes issued by it under the Programme. The continued development of overnight rates as interest reference rates for the Eurobond markets and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise adversely affect the market price of any such Notes issued under the Programme from time to time.

Furthermore, the Rate of Interest on Notes which reference overnight rates is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Notes which reference overnight rates to estimate reliably the amount of interest which will be payable on such Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of such Notes. Further, in contrast to LIBOR-based Notes, if Notes referencing an overnight rate become due and payable as a result of an Event of Default under Condition 10 or Condition 11 (as applicable), or are otherwise redeemed early on a date which is not an Interest Payment Date, the final Rate of Interest payable in respect of such Notes shall only be determined immediately prior to the date on which the Notes become due and payable.

In addition, the manner of adoption or application of overnight rates in the Eurobond markets may differ materially when compared with the application and adoption of the same overnight rates for the same currencies in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of overnight rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing overnight rates.

Investors should carefully consider these matters when making their investment decision with respect to any such Notes.

#### ***1.1.5 The Notes are subject to restrictions on sale and resale***

The Issuer has not registered, and will not register, the Notes under the Securities Act or any other applicable securities laws. Accordingly, the Notes are subject to certain restrictions on resale and other transfer thereof as set forth in the section entitled “*Subscription and Sale*”. As a result of these restrictions, the Issuer cannot be certain of the existence of a secondary market for the Notes or the liquidity of such a market if one develops. Consequently, a holder of Notes and an owner of beneficial interests in those Notes must be able to bear the economic risk of their investment in the Notes for the term of the Notes.

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

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

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

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

The Terms and Conditions of the Notes are based on English 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 English law or administrative practice after the date of this Base Prospectus and any such change could materially adversely impact the value of any Notes affected by it.

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

The Terms and Conditions of the Notes contain provisions for calling meetings (which may be a physical meeting or may instead be held by way of audio or video conference call) of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

The Trust Deed also provides that a resolution in writing signed by or on behalf of the holders of not less than three-fourths in nominal amount of the relevant Notes for the time being outstanding, or consent given by way of electronic consents through the relevant clearing systems by or on behalf of the holders of not less than three-fourths in nominal amount of the relevant Notes for the time being outstanding, shall also be effective as an extraordinary resolution binding on all Noteholders, whether or not such Noteholders voted voting in favour of the relevant resolution.

The Terms and Conditions of the Notes also provide that the Trustee may, without the consent of Noteholders and without regard to the interests of particular Noteholders, agree to (i) any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of the provisions of the Notes or (ii) the substitution of another company as principal debtor under any Notes in place of the Issuer, in the circumstances described in Condition 14. In addition, the Trustee shall be obliged to concur with the Issuer in effecting any Benchmark Amendments or Benchmark Replacement Conforming Changes in the circumstances and as otherwise set out in Condition 4.4 without the consent of the Noteholders.

**1.1.9 *In respect of any Notes issued as Sustainable Notes, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor.***

*No assurance that Sustainable Notes will satisfy any investor requirements or expectations*

The Final Terms relating to any specific Tranche of Notes may provide that such Notes are intended to be ‘Sustainable Notes’, which may include, *inter alia*, sustainable, green, environmental and/or social Notes (together, **Sustainable Notes**). The Issuer intends to allocate an amount equal to the net proceeds from any issue of Sustainable Notes to advance loans to the Issuer’s customers on a targeted basis for the purposes of the financing and/or refinancing by such customers of assets, projects and expenditures with a positive sustainability impact, which may include sustainable, environmental, green and/or social projects (together, **Eligible Sustainable Projects**), in line with any sustainability framework(s) that the Issuer may publish from time to time, and/or which the Issuer expects will substantially adhere to the Green Bond Principles, Social Bond Principles and Sustainability Bond Guidelines (as applicable) as

published by the International Capital Markets Association (ICMA) from time to time (together, the **Principles**).

If the use of such proceeds is a factor in a prospective investor's decision to invest in Sustainable Notes, prospective investors should consult with their legal and other advisers before making an investment in any such Sustainable Notes and must determine for themselves the relevance of such information for the purpose of any investment in such Sustainable Notes, together with any other investigation such investor deems necessary. In particular, no assurance is given by the Issuer, the Arranger or the Dealers that the use of such amounts advanced by the Issuer to customers for the purposes of financing or refinancing any projects which the Issuer has identified as Eligible Sustainable Projects will satisfy, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, green, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Sustainable Projects.

*No formal or consensus definition of a 'sustainable' (or similar) security*

There is currently no clearly defined legal, regulatory or other definition of a "sustainable note" or market consensus as to what attributes are required for a particular asset or project to be classified as 'green', 'environmental', 'sustainable', 'social' or any similar label, nor can any assurance be given that such a clear definition or consensus will develop over time. A basis for the determination of such a definition has been established in the EU with the publication in the Official Journal of the EU on 22 June 2020 of Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 (the **Sustainable Finance Taxonomy Regulation**) on the establishment of a framework to facilitate sustainable investment (the **EU Sustainable Finance Taxonomy**). The EU Sustainable Finance Taxonomy is subject to further development by way of the implementation by the European Commission through delegated regulations of technical screening criteria for the environmental objectives set out in the Sustainable Finance Taxonomy Regulation. Accordingly, no assurance is or can be given by the Issuer, the Arranger or the Dealers that the eligibility criteria for Eligible Sustainable Projects will satisfy any requisite criteria determined under the Sustainable Finance Taxonomy Regulation or within the EU Sustainable Finance Taxonomy at any time, or that any regime implemented in the United Kingdom (if any) for issuing 'green', 'environmental', 'sustainable' or other equivalently-labelled securities will align with the European (or any other) framework for such securities.

*No assurance that Eligible Sustainable Projects will be completed or meet their objectives*

Furthermore, there can be no assurance that any Eligible Sustainable Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer when making its assessment whether or not to apply any proceeds of Sustainable Notes (or amounts equal thereto) to such Eligible Sustainable Project.

Accordingly, no assurance is or can be given by the Issuer, the Arranger or the Dealers to investors in Sustainable Notes that any projects or uses the subject of, or related to, any Eligible Sustainable Projects will meet any or all investor expectations regarding such 'green', 'environmental', 'sustainable', 'social' or other equivalently-labelled performance objectives or that any adverse environmental, green, social and/or other impacts will not occur during the implementation of any projects or uses the subject of, or related to, any Eligible Sustainable Projects.

*No obligation on the Arranger or Dealers to verify Eligible Sustainable Projects or monitor the use of proceeds of Sustainable Notes and Noteholders shall have no recourse to them*

Neither the Arranger nor any Dealer is responsible for (i) any assessment of any eligibility criteria relating to Sustainable Notes, (ii) any verification of whether the relevant advance of loans by the Issuer or the Eligible Sustainable Projects will satisfy the relevant eligibility criteria, (iii) the monitoring of the use of proceeds (or amounts equal thereto) in connection with the issue of any Sustainable Notes, (iv) the allocation of the proceeds by the Issuer to particular Eligible Sustainable Projects, (v) any assessment of the Eligible Sustainable Projects criteria or (vi) the contents of any sustainable notes framework developed by the Issuer or any second party opinion or certificate thereon, and no investor in any Notes will have any recourse to the Arranger or any of the Dealers in connection therewith.

*No assurance of suitability or reliability of any second party opinion*

In addition, no assurance or representation is given by the Issuer, the Arranger or the Dealers as to the suitability or reliability for any purpose whatsoever of any opinion, certification or report of any third party (whether or not solicited by the Issuer) which may be made available in connection with the issue of any Sustainable Notes and/or any sustainability framework established by the Issuer, and in particular with any Eligible Sustainable Projects to fulfil any environmental, green, sustainability, social and/or other criteria. For the avoidance of doubt, any such opinion or certification will not be, and shall not be deemed to be, incorporated in and/or form part of this Base Prospectus. Any such opinion or certification is not, and should not be deemed to be, a recommendation by the Issuer or any other person to buy, sell or hold any Sustainable Notes. Any such opinion or certification will only be current as of the date on which that opinion is initially issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein and/or the provider of such opinion or certification for the purpose of any investment in any Sustainable Notes. As at the date of this Base Prospectus, the providers of such opinions and certifications are not subject to any specific regulatory or other regime or oversight.

The Noteholders will have no recourse against the Issuer, the Arranger or any of the Dealers or the provider of any such opinion or certification for the contents of any such opinion or certification. A withdrawal of any such opinion or certification may affect the value of any Sustainable Notes, may result in the delisting of such Sustainable Notes from any dedicated 'green', 'social' or 'sustainable' or other equivalently-labelled segment of any stock exchange or securities market and/or may have consequences for certain investors with portfolio mandates to invest in green, social, sustainable or other equivalently-labelled assets.

*No assurance that Sustainable Notes will be admitted to trading on any dedicated sustainable (or similar) segment of any stock exchange or market, that any admission obtained will be maintained or that admission of Sustainable Notes to any such segment will indicate that any particular objectives or investment criteria of any investor will be met*

If any Sustainable Notes are listed or admitted to trading or otherwise displayed on any dedicated 'green', 'environmental', 'sustainable', 'social' or other equivalently-labelled segment of any stock exchange or securities market (whether or not regulated), no representation or assurance is given by the Issuer, the Arranger or the Dealers that such listing or admission or display satisfies, whether in whole or in part, any present or future investor expectations or requirements as regards any investment criteria or guidelines with which such investor or its investments are required to comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates, in particular with regard to any direct or indirect environmental, green, sustainability or social impact of any projects or uses, the subject of or related to, any Eligible Sustainable Projects or the funding thereof by the Issuer. Furthermore, it should be noted that the criteria for any such listing or admission to trading or display may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Arranger or the Dealers that any such listing or admission to trading or display will be obtained in respect of any Sustainable Notes or, if obtained, that any such listing or admission to trading or display will be maintained during the life of

any Sustainable Notes. The criteria for acceptance onto any such market may change from time to time. In the event of any actual or anticipated removal of the Notes from any such market, or if access to any such market is sought and refused, that could have a material adverse effect on the market price of any Sustainable Notes.

*No obligation or assurance that an amount equal to the proceeds of issue of Sustainable Notes will be applied for the purposes of financing or refinancing Eligible Sustainable Projects, and any failure in application of such proceeds (or equal amounts) will not constitute a default or otherwise enable Noteholders to take any enforcement action against the Issuer.*

While it is the intention of the Issuer to apply an amount equal to the net proceeds of any Sustainable Notes for advancing loans to customers on a targeted basis for the purposes of financing and/or refinancing Eligible Sustainable Projects, the Issuer will be under no contractual obligation to do so (including that the Terms and Conditions of Sustainable Notes will not contain any such requirement on, or covenant by, the Issuer nor any event of default should the Issuer fail to apply the proceeds or related amounts for such purpose) and further there can be no assurance that the relevant loans advanced by the Issuer, or the project(s) or use(s) the subject of, or related to, any Eligible Sustainable Projects will be capable of being implemented in or substantially in such manner and/or in accordance with any timing schedule and that accordingly such amounts will be totally or partially disbursed for such Eligible Sustainable Projects. Nor can there be any assurance that such Eligible Sustainable Projects will be completed within any specified period or at all or with the results or outcome (whether or not related to the environment) as originally expected or anticipated by the Issuer when making its assessment whether or not to advance the relevant loan. Any such event or failure by the Issuer or its customers will not prejudice the prudential treatment of any Subordinated Notes or constitute an event of default under the Sustainable Notes or otherwise trigger any other consequences under the terms and conditions of the Sustainable Notes.

*The availability of Notes qualifying as prudential capital or MREL to absorb losses of the Issuer or the Group will not be affected by their characterisation as Sustainable Notes, and the characterisation of Notes as Sustainable Notes does not affect the status of such Notes in terms of ranking or subordination*

The proceeds of issue of Sustainable Notes which are eligible to count as Tier 2 capital and/or MREL of the Issuer will be available to absorb losses of the Issuer or the Issuer and its subsidiaries taken as a whole (the **Group**) to the same degree and in the same manner as Tier 2 and/or MREL Notes which are not Sustainable Notes. Notes issued as Sustainable Notes will be subject to bail-in and resolution measures available under the Banking Act 2009 in the same way as any other Notes issued under the Programme. Further, investors should note that where Sustainable Notes qualify for inclusion in the own funds and eligible liabilities of the Issuer and/or the Group, the prudential and resolution rules will apply to those Sustainable Notes in the same way as they apply to other Notes issued under the Programme. Sustainable Notes intended to form part of the own funds and eligible liabilities of the Issuer and/or the Group will not be issued with any features which undermine their ability to absorb losses in compliance with the prevailing prudential and resolution rules, and neither the Sustainable Notes nor the proceeds of issue thereof will be afforded any special treatment or enhanced protections as a result of them being Sustainable Notes. Subordinated Notes and Senior Non-Preferred Notes will continue to be subject to lower priority ranking than other debts of the Issuer, and the other risks applicable to Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes as described elsewhere in this section “*Risk Factors*” – including with respect to loss absorption as a result of bail-in or write down shall apply to such irrespective of whether or not such Notes are Sustainable Notes.

The proceeds of issue of Notes that qualify as own funds and eligible liabilities of the Issuer and/or the Group will be available to cover all losses of the Issuer and/or the Group, regardless of whether such Notes are Sustainable Notes and regardless of whether the losses stem from the loans advanced by the

Issuer out of the proceeds of issue of such Sustainable Notes or under any other green, social or sustainable assets of the Group.

*Noteholders have no recourse to the Issuer, and the Issuer shall not have any obligations, in the event that the proceeds of issue of Sustainable Notes or amounts equal thereto are not applied on the basis described herein*

Any event or failure by the Issuer to apply an amount equal to the net proceeds of any issue of Sustainable Notes to advance loans to customers to finance and/or refinance any Eligible Sustainable Projects, and/or any failure by any such customer to apply those funds to Eligible Sustainable Projects as aforesaid, and/or withdrawal of any opinion or certification in connection with any Sustainable Notes, or any opinion or certification attesting that the Issuer or any of its customers is not complying in whole or in part with any matters for which such opinion or certification is opining or certifying on and/or any Sustainable Notes no longer being listed or admitted to trading on any stock exchange or securities market or any particular segment thereof as aforesaid and/or any failure by the Issuer to provide or publish any reporting or any impact assessment on the use of proceeds (or amounts equal thereto) from any issue of Sustainable Notes will not:

- (i) give rise to any claim of a Noteholder against the Issuer, the Arranger and/or any Dealer;
- (ii) constitute an Event of Default under the Sustainable Notes or a breach or violation of any term thereof, or constitute a default by the Issuer for any other purpose, or permit the Trustee or any Noteholder to accelerate the Sustainable Notes or take any other enforcement action against the Issuer;
- (iii) lead to a right or obligation of the Issuer to redeem the Sustainable Notes or be a relevant factor for the Issuer in determining whether or not to exercise any optional redemption rights in respect of any Sustainable Notes or give any Noteholder the right to require redemption of its Notes;
- (iv) affect the qualification of Sustainable Notes which are also Subordinated Notes or Senior Non-Preferred Notes (as the case may be) as Tier 2 Capital or as eligible liabilities or loss absorbing capacity instruments (as applicable);
- (v) otherwise affect or impede the ability of the Issuer to apply the proceeds of such Sustainable Notes to cover losses in any part of the Group; or
- (vi) result in any step-up or increased payments of interest, principal or any other amounts in respect of any Sustainable Notes, or otherwise affect the terms and conditions of any Sustainable Notes.

However, such event of failure may adversely affect the reputation of the Issuer and the Group and could have a material adverse effect on the value of such Sustainable Notes and also potentially the value of any other Notes, including (without limitation) Notes which are intended to finance the Group's lending for Eligible Sustainable Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose.

Furthermore, any failure by the Issuer or the Group to meet any sustainability targets it may be required to meet or may set itself from time to time shall not constitute an event of default under any Sustainable Notes or otherwise result in any Sustainable Notes being redeemed prior to their maturity date.

*No link between Sustainable Notes and any Eligible Sustainable Projects funded out of the proceeds of issue thereof*

Amounts of interest, principal or other amounts payable in respect of any Sustainable Notes will not be impacted by the performance of the Eligible Sustainable Projects funded out of the proceeds of issue (or amounts equal thereto) of such Sustainable Notes or by any other Eligible Sustainable Projects or other green, social or sustainable assets of the Issuer or the Group.

Further, the tenor of the amounts advanced by the Issuer to customers for the purposes of financing or refinancing Eligible Sustainable Projects may not match the maturity date of the Sustainable Notes issued to fund such advances. The subsequent redemption of relevant loans advanced by the Issuer, or the project(s) or use(s) the subject of, or related to, any Eligible Sustainable Projects before the maturity date of any Sustainable Notes issued to fund such advances shall not lead to the early redemption of such Sustainable Notes or any other Notes nor create any obligation or incentive of the Issuer to redeem the Sustainable Notes at any time or be a factor in the Issuer's determination as to whether or not to exercise any early redemption rights it may have from time to time.

*Material adverse impact on trading and/or market price*

If any of the risks outlined in this risk factor materialise, this may have a material adverse effect on the value of such Sustainable Notes and also potentially the value of any other Notes which are intended to finance the Issuer's lending for Eligible Sustainable Projects and/or result in adverse consequences for certain investors with portfolio mandates to invest in securities to be used for a particular purpose (including, without limitation, if such investors are required to dispose of their Sustainable Notes as a result of such Notes not meeting any investment criteria or objectives set by or for such investor, which could lead to increased volatility and/or material decreases in the market price of Sustainable Notes).

***1.1.10 The Terms and Conditions of the Notes may be modified pursuant to a restructuring plan between the Issuer and certain creditors without the consent of investors***

Where the Issuer encounters, or is likely to encounter, financial difficulties that are affecting, or will or may affect, its ability to carry on business as a going concern, it may propose a Restructuring Plan (a **Plan**) with its creditors under Part 26A of the Companies Act 2006 (introduced by the Corporate Insolvency and Governance Act 2020) to eliminate, reduce, prevent or mitigate the effect of any of those financial difficulties. Should this happen, creditors whose rights are affected are organised into creditor classes and can vote on any such Plan (subject to being excluded from the vote by the English courts for having no genuine economic interest in the Issuer). Providing that one class of creditors (who would receive a payment, or have a genuine economic interest in the Issuer) has approved the Plan, and in the view of the English courts any dissenting class(es) who did not approve the Plan are no worse off under the Plan than they would be in the event of the "relevant alternative" (such as, broadly, liquidation or administration), then the English court can sanction the Plan where it would be a proper exercise of its discretion. A sanctioned Plan is binding on all creditors and members, regardless of whether they approved it. Any such sanctioned Plan in relation to the Issuer may, therefore, adversely affect the rights of Noteholders and the price or value of their investment in the Notes, as it may have the effect of modifying or disapplying certain terms of the Notes (by, for example, writing down the principal amount of the Notes, modifying the interest payable on the Notes, the maturity date or dates on which any payments are due or substituting the Issuer).

**1.2 Risks related to the structure of a particular issue of Notes**

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

An optional redemption feature is likely to limit the market value of Notes. During any period when the Issuer may elect, or is perceived to be able to 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.

It may be commercially rational for the Issuer to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

In addition to any optional redemption right of the Issuer pursuant to Condition 5.5, Notes may also be redeemable at the option of the Issuer (subject, in the case of Senior Non-Preferred Notes and Subordinated Notes, to compliance with applicable prudential rules) (i) upon certain changes in the tax treatment of the Notes, (ii) in the case of Subordinated Notes, following the occurrence of a Regulatory Event; and (iii) in the case of Senior Non-Preferred Notes, following the occurrence of a Loss Absorption Disqualification Event. The circumstances in which any of these events giving rise to a redemption right may occur may be difficult to predict, and are based on factors outside the Issuer's control.

Any proposed changes in law or regulation which may affect the Issuer's ability to redeem any Notes may impact the market price of such Notes, whether or not those proposed changes materialise, or if the relevant proposals are ultimately implemented in a form other than that originally proposed. If any events or circumstances occur such that the Issuer may elect to redeem the Notes, or if the market anticipates that any such events or circumstances may occur, the market value of the relevant Notes generally will not rise substantially above the price at which they can be redeemed, and this also may be true prior to any redemption period.

### ***1.2.2 Substitution and variation of Senior Non-Preferred Notes following a Loss Absorption Disqualification Event***

If so specified in the applicable Final Terms, the Issuer may, following a Loss Absorption Disqualification Event in respect of any Series of Senior Non-Preferred Notes, without the need for any consent of the Noteholders, substitute all (but not some only) of such Series of Senior Non-Preferred Notes for, or vary the terms of such Series so that they remain or become, Loss Absorption Compliant Notes. The Loss Absorption Compliant Notes are required to have terms such that they rank as part of the class of Secondary Non-Preferential Debts; this is the case whether or not the Senior Non-Preferred Notes had become a part of the class of Ordinary Non-Preferential Debts as a result of the relevant Loss Absorption Disqualification Event.

While Loss Absorption Compliant Notes are, subject to such ranking requirement, otherwise required to have terms which are not materially less favourable to Noteholders than the terms of the relevant Senior Non-Preferred Notes (as reasonably determined by the Issuer in consultation with an independent adviser of recognised standing), no assurance can be given that any such substitution or variation will not adversely affect any particular holder. In addition, the tax and stamp duty consequences of holding such Loss Absorption Compliant Notes could be different for some categories of Noteholders from the tax and stamp duty consequences for them of holding the Senior Non-Preferred Notes prior to such substitution or variation.

### ***1.2.3 Limitation on gross-up obligation under the Subordinated Notes and Senior Non-Preferred Notes***

The Issuer's obligation to pay additional amounts in respect of any withholding or deduction in respect of taxes under the terms of each Series of Subordinated Notes and Senior Non-Preferred Notes applies only to payments of interest due and paid under such Notes and not to payments of principal (which term, for these purposes, includes any premium, Final Redemption Amount, Early Redemption Amount

and Optional Redemption Amount and any other amount (other than interest) payable in respect of such Notes).

Accordingly, if any such withholding or deduction were to apply to any payments of principal under any Series of Subordinated Notes or Senior Non-Preferred Notes, holders of such Notes would, upon repayment or redemption of such Notes, be entitled to receive only the net amount of such redemption or repayment proceeds after deduction of the amount required to be withheld. Therefore, holders may receive less than the full amount due under such Notes, and the market value of such Notes may be adversely affected as a result.

### **1.3 Risks related to the markets generally**

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

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

#### ***1.3.2 If the Notes include a feature to convert the interest basis from a fixed rate to a floating rate (or vice versa), or are Reset Notes, this may affect the secondary market and the market value of the Notes concerned***

Fixed/Floating Rate Notes are Notes which may bear interest at a rate that may convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. Such a feature to effect a conversion, and any conversion of the interest basis, may affect the secondary market and the market value of the Notes as the change of interest basis may result in a lower interest return for Noteholders. Where the Notes convert from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. Where the Notes convert from a floating rate to a fixed rate in such circumstances, the fixed rate may be lower than then prevailing market rates and could affect the market value of an investment in such Notes. Furthermore, if any Notes are issued upon terms providing for automatic conversion of the interest rate on any Notes from a fixed rate to a floating rate or *vice versa*, this may also affect the secondary market and the market value of the Notes concerned if the rate or basis to which the interest rate is required to switch is lower than the interest rate prevailing up to such time.

In the case of any Series of Reset Notes, the rate of interest on such Reset Notes will be reset by reference to the Reset Reference Rate, as adjusted for any applicable margin, on the reset dates specified in the relevant Final Terms. This is more particularly described in Condition 4.3. The reset of the rate of interest in accordance with such provisions may affect the secondary market for and the market value of such Reset Notes. Following any such reset of the rate of interest applicable to the Notes, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest on the relevant Reset Notes may be lower than the Initial Rate of Interest, the First Reset Rate of Interest and/or any previous Subsequent Reset Rate of Interest.

#### ***1.3.3 Notes which are issued at a substantial discount or premium may experience price volatility in response to changes in market interest rates***

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

**1.3.4 *An active secondary market in respect of the Notes may never be established or may be illiquid and this would adversely affect the value at which investors could sell their Notes***

The Notes are new securities which may not be widely distributed and for which there is currently no active trading market. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. Although the Issuer has applied to admit the Notes issued from time to time to listing on the Official List and to admit them to trading on the London Stock Exchange's main market, the Issuer cannot guarantee that the Notes will be accepted for listing or admitted to trading or that an active trading market will develop. Accordingly, the Issuer cannot guarantee the development or liquidity of any trading market for the Notes. If a market for the Notes does develop, it may not be very liquid and may be sensitive to changes in financial markets. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This may in particular be the case should the Issuer be in financial distress, which may result in any sale of the Notes having to be at a substantial discount to their principal amount.

**1.3.5 *If investors hold Notes which are not denominated in the investors' home currency, they will be exposed to movements in exchange rates adversely affecting the value of their holding. In addition, the imposition of exchange controls in relation to any Notes could result in an investor not receiving payments on those Notes***

The Issuer will pay principal and interest on the Notes in the Specified Currency (as defined below). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than the Specified Currency. These include the risk that exchange rates may significantly change (including changes due to devaluation of the Specified Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Notes, (2) the Investor's Currency equivalent value of the principal payable on the Notes and (3) the Investor's Currency equivalent market value of the Notes.

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

**1.3.6 *The credit ratings may not be reliable, and changes to the credit ratings could affect the value of the Notes***

The credit ratings of the Programme may not reflect the potential impact of all risks relating to the value of the Notes. In addition, real or anticipated changes in the credit ratings of the Issuer or the Notes will generally affect the market value of the Notes. These credit ratings could change due to a wide range of factors. Further, one or more credit rating agencies may from time to time release unsolicited credit ratings reports in relation to the Notes without the consent or knowledge of the Issuer. The Issuer does not have any control over such reports or analyses and any adverse credit rating of any Notes could adversely affect the value of Notes.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes in the EEA, unless such ratings are issued by a credit rating agency established in the EEA and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst

the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by third country non-EEA credit rating agencies, unless the relevant credit ratings are endorsed by an EEA-registered credit rating agency or the relevant third country rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended, subject to transitional provisions that apply in certain circumstances). The list of registered and certified rating agencies published by the European Securities and Markets Authority (**ESMA**) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list.

Investors regulated in the UK are subject to similar restrictions under the UK CRA Regulation. As such, UK regulated investors are required to use for UK regulatory purposes ratings issued by a credit rating agency established in the UK and registered under the UK CRA Regulation. In the case of ratings issued by third country non-UK credit rating agencies, third country credit ratings can either be: (a) endorsed by a UK registered credit rating agency; or (b) issued by a third country credit rating agency that is certified in accordance with the UK CRA Regulation. Note this is subject, in each case, to (a) the relevant UK registration, certification or endorsement, as the case may be, not having been withdrawn or suspended, and (b) transitional provisions that apply in certain circumstances. In the case of third country ratings, for a certain limited period of time, transitional relief accommodates continued use for regulatory purposes in the UK, of existing pre-2021 ratings, provided the relevant conditions are satisfied.

If the status of the rating agency rating the Notes changes for the purposes of the CRA Regulation or the UK CRA Regulation, relevant regulated investors may no longer be able to use the rating for regulatory purposes in the EEA or the UK, as applicable, and the Notes may have a different regulatory treatment, which may impact the value of the Notes and their liquidity in the secondary market.

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction, or withdrawal at any time by the assigning rating agency. Any credit rating downgrade, suspension or withdrawal could negatively impact the value of the Notes.

## **2 FACTORS THAT MAY AFFECT THE ISSUER'S ABILITY TO FULFIL ITS OBLIGATIONS UNDER NOTES ISSUED UNDER THE PROGRAMME**

### ***2.1 The Issuer's business and prospects are largely driven by the UK mortgage, savings and personal current account markets, which in turn are driven by the UK economy. Consequently, the Issuer is subject to inherent risks arising from general economic conditions in the UK***

The Issuer's business activities are concentrated in the UK and the Issuer offers a range of banking and financial products and services to UK retail customers. As a consequence, the Issuer's operating results, financial condition and prospects are significantly affected by the general economic conditions in the UK economy and the economic confidence of consumers and businesses.

In recent years, the Issuer has benefitted from generally positive economic conditions which helped it grow its core lending and savings operations and also beneficially impacted its underlying impairment charges. The outlook for the UK economy is, however, uncertain, particularly in the short and medium term in light of the outbreak of the Covid-19 pandemic, and the UK's decision to leave the EU. The UK experienced a significant contraction in economic activity during 2020 as a result of the Covid-19 pandemic and associated intervention by the UK government (the **Government**) to reduce the spread of the virus. In response to this crisis, the BoE provided significant economic stimulus, including a reduction in its base rate of interest to 0.1 per cent. and an increase in the targeted size of its Asset Purchase Facility to £895 billion. In addition, regulators issued guidance to lenders asking them to act

in the best interests of their customers to ease the financial impact on them, as well as releasing counter-cyclical buffer requirements in order to free up resources for lending. While the UK has experienced economic growth in 2021 and is progressing well with its national vaccination programme, there can be no guarantee that new vaccine-resistant variants of Covid-19 will not emerge and that there will not be further governmental action, both domestically and abroad, to control the spread of the virus. While it is difficult to predict the level and duration of the economic impact of Covid-19 on the UK and global economy at this stage, both the direct health impact of the virus and measures adopted with a view to containing its spread (including lock-downs, travel restrictions and temporary business shut-downs or reduction of capacity and output) have had and might continue to have a material adverse effect on economic conditions and financial markets in the UK and globally for some time to come. See further “*Risks relating to the impact of Covid-19*”.

Adverse changes and uncertainty in UK economic conditions could lead to a decline in the credit quality of the Issuer’s borrowers and counterparties and have an adverse effect on the quality of its loan portfolio, which could result in a rise in delinquency and default rates, reduce the recoverability and value of the Issuer’s assets and require an increase in the Issuer’s level of provisions for bad and doubtful debts. For the purposes of preparing the Issuer’s financial statements for the year ended 4 April 2021, the Issuer has embedded estimates of the impact of the Covid-19 pandemic and associated actions into its impairment provision. This represents a significant source of estimation uncertainty but resulted in total impairment provisions of £852 million. See further “*Risks relating to the impact of Covid-19*” below. Likewise, a significant reduction in the demand for the Issuer’s products and services could negatively impact the Issuer’s business and financial condition. There remains a risk that, despite recent lower unemployment rates and what appear to be robust labour market conditions more generally, unemployment may rise substantially in the coming months, which could lead to lower consumer spending, loss of income and weak wage growth. These pressures on households may lead to an increase in arrears in the Issuer’s residential mortgage and unsecured lending portfolios, and an associated increase in retail impairment. There can be no assurance that the Issuer will not have to increase its provisions for loan losses in the future as a result of increases in non-performing loans and/or for other reasons beyond its control. Material increases in the Issuer’s provisions for loan losses and write-offs/charge-offs could have an adverse effect on the Issuer’s operating results, financial condition and prospects.

The durability of the UK economic recovery, along with its concomitant impacts on the Issuer’s profitability, remains a risk. The economic outlook is particularly uncertain following the outbreak of the Covid-19 pandemic and the UK decision to leave the EU. This uncertainty extends to the interest rate outlook, where there are plausible scenarios with rates being increased, remaining unchanged or being lowered in the period ahead, depending on economic developments. Any lowering of interest rates could result in the BoE’s base rate of interest being zero or negative. On 4 August 2021, the Bank of England’s Monetary Policy Committee (the MPC) confirmed it now felt it had the ability to deploy a negative base rate of interest, if it were so to chose in the future, following structured engagement with certain firms to ensure the operational readiness of those firms, including with respect to technology capabilities, in the event that a zero or negative bank base rate were to be implemented. However, the MPC noted that this did not imply an expectation or forecast that a negative base rate of interest would need to be deployed in the future.

There is also uncertainty about the UK’s trading relationships, with the impact of trade frictions and non-tariff barriers with the EU still difficult to separate from the impact of the pandemic. There is potential for activity and asset prices to decline should the labour market deteriorate markedly or if strains in the financial system re-emerge and impair the flow of credit to the wider economy. Credit quality could be adversely affected by an increase in unemployment, including as a result of Covid-19. In addition, there may be a weakening in tenant performance in the private rental sector which could adversely impact the buy-to-let (BTL) market. Any related significant reduction in the demand for the

Issuer's products and services could have a material adverse effect on the Issuer's operating results, financial condition and prospects.

Worsening economic conditions in the UK could also create uncertainty in relation to the cash flows of the Issuer's borrowers in the commercial real estate (CRE) market and in relation to the value of their collateral, leading to further loan loss provisions against the Issuer's CRE lending. Any weakening in tenant performance and investor appetite could result in increased commercial loan losses which would adversely impact the Issuer's financial and operational performance. Any further loan loss provisions recorded against the Issuer's CRE lending could adversely affect the Issuer's profitability in the future.

Further downward pressure on profitability and growth could occur as a result of a number of external influences, such as the consequences of a more austere economic environment and the impact of global economic forces on the UK economy. Adverse changes in global growth may pose the risk of a further slowdown in the UK's principal export markets, which would have an adverse effect on the broader UK economy. For further information on the risks arising from general economic conditions abroad, see "*The Issuer is vulnerable to disruptions and volatility in the global financial markets and is subject to additional risks arising from general economic conditions*" below.

Conversely, a strengthened UK economic performance, or a persistent rise in inflation pressures, may increase the possibility of a higher interest rate environment. In such a scenario, other market participants might offer more competitive product pricing resulting in increased customer attrition. Under such conditions, the Issuer may also experience an increase in its cost of funding, as described under "*Changes to interest rates or monetary policy, whether by the UK, U.S. or other central banking authorities, could affect the financial condition of the Issuer's customers, clients and counterparties, which could in turn adversely affect the Issuer*" below.

Additionally, housing affordability has become more stretched in recent years in some parts of the country. There is a risk that a decline in house sales, including due to house price growth outstripping earnings, could reduce demand for new mortgages in the future. Conversely, significant falls in house prices, as a result of the direct or indirect effects of Covid-19 or otherwise, may reduce the overall amount of equity in the Issuer's mortgage portfolio. See further "*The Issuer is exposed to future changes in UK house prices*" below.

## **2.2 Risks relating to the impact of Covid-19**

The Covid-19 pandemic has resulted in unprecedented restrictions on individuals and businesses all around the world, and materially impacted the global economy. Despite significant government intervention, the Covid-19 pandemic has severely impacted both the UK and global economies and the economic environment in which the Issuer operates. Any such economic downturn, particularly in the UK housing market, has the potential to impact the Society's principal risks. The Issuer continues to focus on maintaining strong capital and liquidity positions through the economic cycle to sustain the strength of its balance sheet.

The UK experienced an unprecedented contraction in economic activity during 2020 as a result of the pandemic and associated government intervention to reduce the spread of the virus. While the average independent forecast for the UK economy, as collated by HM Treasury in September 2021, expects GDP to increase by 6.9 per cent. in 2021 and by 5.5 per cent in 2022, in part due to the anticipated success of vaccination programs and further adaptation of the UK and global economies, there can be no guarantee that new vaccine-resistant variants of Covid-19 will not emerge and that there will not be further governmental action, both domestically and abroad, to control the spread of the virus. For further information, see "*The Issuer's business and prospects are largely driven by the UK mortgage, savings and personal current account markets, which in turn are driven by the UK economy. Consequently, the Issuer is subject to inherent risks arising from general economic conditions in the UK.*"

Since the start of the Covid-19 pandemic, the Issuer has been working with the Government and the wider industry to mitigate the effects of the pandemic, including by offering payment holidays to impacted borrowers in accordance with the requirements of FCA guidance. Initially published in March 2020, the regulator's "*Mortgages and coronavirus: guidance for firms*" was further adapted in June, September, November, and January and March 2021 in response to changing needs of mortgage borrowers as the pandemic progressed. The January guidance meant that the Issuer was required to continue to offer new payment deferrals to borrowers until 31 March 2021, with a hard stop of 31 July 2021 for borrowers who were looking to extend an existing deferral (on a continuous basis). Total support was limited to 6 months per borrower and all such payment deferrals have now expired. For further information, see "*Impact of Covid-19*" below.

In response to the pandemic, the BoE cut interest rates to historically low levels which may result in longer term economic effects, potentially putting pressure on the Issuer's financial performance. Whilst not expected or forecast, the potential introduction of negative interest rates may place further pressure on the Issuer's margins.

With the spread of Covid-19 and the accompanying restrictions, the Issuer has modified certain operational practices and may take further actions, as required or as it determines necessary, in order to protect the best interests of its employees, customers, third party providers and other stakeholders. The Issuer has taken measures, such as transitioning its workplace to comply with Government Covid-19 guidance and, where appropriate, enabling colleagues to work from home, as well as working closely with its suppliers to identify and manage constraints and risks faced by their businesses and to ensure that customer services are maintained and uninterrupted, in order to mitigate the impact of Covid-19 on its business.

As well as increased credit risk, including through unemployment and corporate insolvencies which could adversely impact the Issuer's members and customers and their ability to meet their obligations to the Issuer, there have been and may continue to be heightened operational risks related to how the Issuer has modified its operations in response to the pandemic (and as it transitions into the new ways of working going forward), including in the areas of cyber, fraud, people, technology and operational resilience. While the Issuer has an ongoing programme of model surveillance and extended the monitoring of key models to understand the effects of the pandemic on their performance, apply appropriate mitigating actions and develop long term plans to improve model resilience, there can be no assurance that it will be able accurately to model or adequately to address the impacts of Covid-19.

In addition, there is an increased risk of the material misstatement of expected credit losses under IFRS 9 due to the degree of judgement and inherent uncertainty in the assumptions underlying the reported provisions as a result of the impact of Covid-19. For the purposes of preparing its financial statements for the year ended 4 April 2021, revised economic scenarios and probability weights have been used to model losses in the residential mortgage, consumer banking and commercial portfolios. This resulted in an increase in balance sheet provisions of £852 million for the year ended 4 April 2021 (comprising provisions of £317 million, £502 million and £33 million, respectively, in residential mortgage, consumer banking and commercial portfolios). The residential mortgage provision includes estimated credit losses associated with payment holidays granted to borrowers as a result of Covid-19, recognising that in some cases borrowers will experience longer term financial difficulty as a result of the pandemic. Payment holidays or other similar concessions have been offered on all retail products. Unlike other concessions granted to borrowers in financial difficulty, these payment holidays have not been subject to detailed affordability assessments, and therefore the level of financial difficulty of the members and customers who apply for them requires estimation. The reported provisions for the year ended 4 April 2021 to reflect the risk associated with borrowers who requested payment holidays as a result of Covid-19 was £74 million. All payment holidays came to an end by 31 July 2021. Given the significant uncertainties regarding the level and duration of the impact of Covid-19 and the responses thereto by the Government and regulators in the UK and globally, there can be no assurance that the estimates and

modelling by the Issuer will prove accurate or be sufficient to cover actual losses or impairments as a result of Covid-19.

The FCA continues to review its Covid-19 related guidance and may decide to update or amend it as the pandemic and its impact on the UK continues to develop.

Any and all such events and measures described above could have a material adverse effect on the Issuer's business, financial condition, results of operations, prospects, liquidity, capital position and credit ratings (including potential changes of outlooks or ratings), as well as on its customers, borrowers, counterparties, employees and suppliers.

### **2.3 *The Issuer is vulnerable to disruptions and volatility in the global financial markets and is subject to additional risks arising from general economic conditions***

The Issuer is directly and indirectly subject to inherent risks arising from general economic conditions in the UK and other economies, including the Eurozone. The outbreak of the Covid-19 pandemic caused, and may continue to cause, widespread disruption to global financial markets not seen since the global financial crisis of 2007-2008, with the impact on interest rates, credit spreads, foreign exchange rates and commodity, equity and bond prices resulting in significant market falls, reduced liquidity and rises in volatility. Any future disruptions could again pose systemic risks that negatively affect, among other things:

- consumer confidence;
- levels of unemployment;
- the state of the UK housing market and the CRE sector;
- bond and equity markets;
- counterparty risk;
- the availability and cost of credit;
- transaction volumes in wholesale and retail markets including the availability and duration of funding in wholesale markets;
- the liquidity of the global financial markets; and
- market interest rates, including interest rate rises and the associated impact on affordability,

which in turn could have a material adverse effect on the Issuer's business, operating results, financial conditions and prospects.

In the UK, there is uncertainty about the current supply chain disruption and cost of gas, and the consequent longevity and trajectory of inflation (and people's expectations for inflation) which are a key part of the decision-making process for the MPC, and hence may present a risk to the Issuer's performance. In the Eurozone, there is also uncertainty regarding the trajectory for inflation which, together with high levels of private and public debt, outstanding weaknesses in the financial sector and reform fatigue, is a concern. The possibility of a renewed downturn in the Eurozone could inhibit the UK's own economic recovery, given the extensive economic and financial linkages between the UK and the Eurozone. The UK's trade and current account balances with the Eurozone would be likely to deteriorate further, negatively affecting UK growth. The possibility of a sovereign default and the



managed or unanticipated exit of one or more member states from the European Monetary Union could also pose a threat to the stability of financial markets and could cause other risks.

Although, globally and in the UK, economic and financial market conditions had generally stabilised in the years following the global financial crisis, there have been periods of significant volatility in financial markets around the world, which has generally led to more difficult business conditions for the financial sector. The Covid-19 pandemic has recently had a significant adverse effect on the UK, global economies and financial markets, and could result in further downward pressures and/or increased volatility.

Continued or worsening disruption and volatility in the global financial markets could have a material adverse effect on the Issuer, including its ability to access capital and liquidity on financial terms acceptable to it, if at all. If capital markets financing ceases to become available, or becomes significantly more expensive, the Issuer may be forced to raise the rates it pays on deposits to attract more customers and it may become unable to maintain certain liability maturities. Any such reduction in availability of funding or increase in capital markets funding costs or deposit rates could have a material adverse effect on the Issuer's interest margins, liquidity and profitability.

**2.4 *Risks that reduce the availability or increase the cost of the Issuer's sources of funding, such as retail deposits and wholesale money markets, may have an adverse effect on the Issuer's business and profitability***

Retail depositors are a significant source of funding for the Issuer and, under current legislation, a minimum of 50 per cent. of its aggregate shares and borrowings (calculated in accordance with the Act) is required to be in the form of deposits accepted from members of the public and which are classified as "shares" on the balance sheet as they confer member status on the depositors. The Issuer's retail deposits classified as shares totalled £170 billion as at 4 April 2021, £160 billion as at 4 April 2020, and £154 billion as at 4 April 2019, equal to 73.2 per cent., 70.8 per cent., and 70.8 per cent. respectively, of its total shares and borrowings (for the purposes of the Act) as at each such date.

The ongoing availability of retail deposit funding is dependent on a variety of factors outside of the Issuer's control, such as:

- general economic conditions and market volatility;
- the general level of retail deposits in the economy;
- the confidence of retail depositors in the economy in general and in the Issuer in particular;
- the impact of technology and 'Open Banking' as further discussed in "*—Competition in the UK personal financial services markets may adversely affect the Issuer's operations*" below;
- the financial services industry specifically; and
- the availability and extent of deposit guarantees, such as under the FSCS.

These or other factors could lead to a reduction in the Issuer's ability to access retail deposit funding on appropriate terms in the future.

The maintenance and growth of the Issuer's lending activities depends in large part on the availability of retail deposit funding on appropriate terms. Increases in the cost of such together with a low base rate environment could have a negative impact on the Issuer's margins and profit. Following the Covid-19 pandemic, such pressures abated with the marketwide reduction in the cost of retail funding, but could

return or be exacerbated, including if the UK base rate of interest moves to a negative rate, and, in extreme circumstances, a loss of consumer confidence could result in high levels of withdrawals from the Issuer's retail deposit base, which could have a material adverse effect on its business, financial position and results of operations.

Like all major financial institutions, the Issuer is also dependent on the short- and long-term wholesale funding markets for liquidity. Though the Issuer's dependence on wholesale funding is less than other financial institutions, due to the requirements of current building society legislation, the Issuer's business is subject to risks concerning liquidity, which are inherent in financial institutions' operations. If access to liquidity is constrained for a prolonged period of time, this could affect the Issuer's profitability.

Under exceptional circumstances, the Issuer's ability to fund its financial obligations could be negatively impacted if it is unable to access funding on commercially practicable terms, or at all. While the Issuer expects to have sufficient liquidity to meet its funding requirements, even in a market-wide stress scenario, under extreme and unforeseen circumstances a prolonged and severe restriction on its access to liquidity (including as a result of the withdrawal of Government and central bank funding and liquidity support, or a change in the structure, term, cost, availability or accessibility of any such funding or liquidity support) could increase the Issuer's cost of funding, resulting in a material adverse effect on its profitability or results of operations, and/or could affect the Issuer's ability to:

- meet its financial obligations as they fall due;
- meet its regulatory minimum liquidity requirements; or
- fulfil its commitments to lend.

In such extreme circumstances the Issuer may not be in a position to continue to operate without additional funding support. Inability to access such support could have a material impact on the Issuer's liquidity. These risks can be exacerbated by many enterprise-specific factors, including an over-reliance on a particular source of funding, changes in credit ratings, or market-wide phenomena such as market dislocation and major disasters. There is also a risk that the funding structure employed by the Issuer may prove to be inefficient, giving rise to a level of funding cost that is not sustainable in the long-term for the Issuer to grow its business or even maintain it at current levels. The Issuer's ability to access retail and wholesale funding sources on satisfactory economic terms is subject to a variety of factors, including a number of factors outside of the Issuer's control, such as liquidity constraints, general market conditions, regulatory requirements and loss of confidence in the UK banking system.

The Government has in recent years provided significant support to UK financial institutions, including the BoE's Term Funding Scheme (TFS) which opened on 19 September 2016 and closed on 28 February 2018. In addition, in response to the Covid-19 pandemic, the Government and the BoE introduced various measures designed to encourage and support the banking sector to continue lending to customers. These measures include, amongst other things, the introduction of: (i) a new Term Funding scheme with additional incentives for Small and Medium-sized Enterprises (TFSME) (with the express intention, over a 12 month period, to offer at least four-year funding of at least 10 per cent. of participants' stock of real economy lending at interest rates at, or very close to, the base rate of interest, with additional funding available for banks that increase lending, especially to small and medium-sized enterprises); the scheme was subsequently extended by six months with the deadline for drawdowns now set at 31 October 2021; and (ii) other corporate funding facilities, including the UK Covid Corporate Financing Facility (CCFF), the UK Coronavirus Business Interruption Loan Scheme (CBILS), the UK Coronavirus Large Business Interruption Loan Scheme (CLBILS) and the UK Bounce Back Loan Scheme (BBLs). While these schemes are now closed to new drawings, the

Government has introduced the UK Recovery Loan Scheme (**RLS**) to help businesses of any size access loans and other kinds of finance until 31 December 2021.

The continuation and extension of Government schemes designed to support lending may increase or perpetuate competition in the retail lending market, resulting in sustained or intensifying downward pricing pressures and consequent reductions in net interest margins. The Issuer also expects to face continued competition in the retail lending market driven by certain ring-fenced banks as they deploy surplus liquidity in lending markets.

The Issuer expects to face continuing significant competition (including from National Savings and Investments, the Government-owned funding agency (**NSI**), and a range of smaller lenders with largely non-mortgage loan books whose high asset yields enable them to offer attractive deposit rates) for funding, particularly retail funding on which the Issuer is reliant in the future. These potential pressures could be exacerbated over time once the sector, as a whole, seeks to replace the funding it obtains from BoE funding schemes. This competition could further increase, impacting the Issuer's funding costs and so adversely impact the Issuer's results of operations and financial position.

**2.5 *Changes to interest rates or monetary policy, whether by the UK, U.S. or other central banking authorities, could affect the financial condition of the Issuer's customers, clients and counterparties, which could in turn adversely affect the Issuer***

The prevailing level of interest rates and the provision or withdrawal of other accommodative monetary and fiscal policies, which are impacted by factors outside of the Issuer's control, including the fiscal and monetary policies of governments and central banks, as well as UK and international political and economic conditions, affect the Issuer's results of operations, financial condition and return on capital.

Stimulus measures in the UK and elsewhere have been highly accommodative in recent years, including the Funding for Lending Scheme (**FLS**) (which closed in January 2018), the TFS (which closed in February 2018) and the Help to Buy scheme, a Government scheme introduced in 2013 designed to enable buyers to put down a 5 per cent. deposit on a home with the Government lending up to 20 per cent. of the mortgage (up to 40 per cent. in London) with the remainder funded by a commercial lender. The latter scheme reduced in scope in April 2021 and will cease lending entirely in April 2023, with no central government replacement anticipated. More recently, in response to the Covid-19 pandemic, the Government and the BoE introduced additional stimulus measures, including a reduction in the BoE base rate of interest to 0.1 per cent. and the TFSME (which closed in October 2021) and a new Mortgage Guarantee Scheme with the aim of increasing the availability of 95 per cent. loan to value mortgage products. See "*Risks that reduce the availability or increase the cost of the Issuer's sources of funding, such as retail deposits and wholesale money markets, may have an adverse effect on the Issuer's business and profitability*". The relatively long period of stimulus in the UK and elsewhere has increased uncertainty over the impact of its reduction, which could lead to generally weaker than expected growth, or even contracting gross domestic product, reduced business confidence, higher levels of unemployment or under-employment, adverse changes to levels of inflation, potentially higher interest rates and falling property prices in the markets in which the Issuer operates, and consequently to an increase in delinquency rates and default rates among the Issuer's customers. Moreover, higher prevailing interest rates would affect the Issuer's cost of funding with depositors and creditors, which could adversely affect the Issuer's profitability, to the extent the Issuer's margins decline.

The personal financial services sector in the UK remains heavily indebted and vulnerable to increases in unemployment, rising interest rates and/or falling house prices. As a result of, among other factors, changes in the BoE base rate of interest, interest rates payable on a significant portion of the Issuer's outstanding mortgage loan products fluctuate over time. Rising interest rates would put pressure on borrowers whose loans are linked to the BoE base rate of interest because such borrowers may experience financial stress in repaying at increased rates in the future. A significant portion of the

Issuer's outstanding mortgage loan products are potentially subject to changes in interest rates, resulting in borrowers with a mortgage loan subject to a variable rate of interest or with a mortgage loan for which the related interest rate adjusts following an initial fixed rate or low introductory rate, as applicable, being exposed to increased monthly payments as and when the related mortgage interest rate adjusts upward (or, in the case of a mortgage loan with an initial fixed rate or low introductory rate, at the end of the relevant fixed or introductory period). Since 2009, both variable and fixed interest rates have been at relatively low levels, which has benefitted borrowers taking out new loans and those repaying existing variable rate loans, regardless of special or introductory rates. Future increases in borrowers' required monthly payments, which (in the case of a mortgage loan with an initial low introductory rate) may be compounded by any further increase in the related mortgage interest rate during the introductory period, ultimately may result in higher delinquency rates and losses in the future.

Further, in an increasing interest rate environment, borrowers seeking to avoid these increased monthly payments by refinancing their mortgage loans may no longer be able to find available replacement loans at comparably low interest rates. Increased unemployment could lead to borrowers who are made redundant being unable to service the loan payments in a timely fashion which would result in higher levels of arrears, both in the Issuer's secured residential mortgage loan and unsecured consumer loan portfolios which, in turn, would lead to an increase in the Issuer's impairment charges in respect of these portfolios. Declines in housing prices may also leave borrowers with insufficient equity in their homes to permit them to refinance. These events, alone or in combination, may contribute to higher delinquency rates and losses.

Conversely, there are risks associated with a continuation of the sustained low interest rate environment or further reductions in interest rates in the UK or other major developed economies, including if the BoE were to lower its target rate to a negative rate (as other major central banks, including the European Central Bank and the Bank of Japan, have done). A prolonged period of low interest rates could further reduce incentives for the Issuer's customers to save, reducing its funding from deposits. Additionally, the low interest rate environment has and may continue to put pressure on net interest income and margins throughout the UK financial industry. The Issuer's business, financial performance, net interest income and margin may continue to be adversely affected by the low interest rate environment.

## **2.6 *The Issuer is exposed to future changes in UK house prices***

The value of the Issuer's mortgage portfolio is influenced by UK house prices, and a significant portion of the Issuer's revenue is derived from interest and fees paid on its mortgage portfolio. As at 4 April 2021, £149.7 billion, or 74.3 per cent., of the Issuer's total loans and advances to customers were UK prime residential mortgages. A decline in house prices in the UK could lead to a reduction in the recovery value of real estate assets held as collateral in the event of a customer default, and could lead to higher impairment provisions, which could reduce the Issuer's capital and its ability to engage in lending and other income-generating activities. A significant increase in house prices over a short period of time could also have a negative impact on the Issuer by reducing the affordability of homes for buyers, which could lead to a reduction in demand for new mortgages. Sustained volatility in house prices could also discourage potential homebuyers from committing to a purchase, thereby limiting the Issuer's ability to grow its residential mortgage portfolio. The Covid-19 pandemic and the recent withdrawal of the various Government support packages remain sources of considerable uncertainty about the near-term prospects for UK house prices, and significant downwards pressure cannot be discounted.

In addition, the Issuer also has a significant portfolio of BTL and legacy mortgages, which amounted to £41 billion, or 20 per cent., of the Issuer's total loans and advances to customers as at 4 April 2021. The BTL market in the UK is predominantly dependent upon yields from rental income to support mortgage interest payments and capital gains from capital appreciation. Falling or flat rental rates and decreasing capital values, whether coupled with higher mortgage interest rates or not, could reduce the potential returns from BTL properties. In addition, the Government has passed legislation restricting the amount

of income tax relief that individual landlords can claim for residential property finance costs (such as mortgage interest) to the basic rate of tax, which may result in lower gross yields, and even negative cashflow, on BTL property investments. This restriction has been introduced gradually, and has been fully in place since 6 April 2020. So far, the measures have had no noticeable impact on BTL market arrears. The BoE has also stated that it is considering increasing the regulatory capital requirements of banks holding BTL mortgages on their balance sheets, although no specific proposals have been made. From 1 April 2016, a higher rate of stamp duty land tax (**SDLT**) and, from 1 April 2018, Welsh Land Transactions Tax (**WLTT**) has been applied to the purchase of additional properties (such as BTL properties). The current additional rate is 3 per cent. above the current SDLT and WLTT rates. The Scottish government has implemented a similar additional dwelling supplement tax with effect from 1 April 2016 in respect of land and buildings transaction tax (**LBTT**) broadly speaking, the equivalent in Scotland to SDLT. The current additional rate in Scotland is 4 per cent. above the current LBTT rates. In addition, from 1 April 2021 persons not resident in the UK, when acquiring freehold or leasehold interests in residential property in England and Northern Ireland, pay SDLT at a rate which is 2 per cent. above those that apply to purchases made by UK residents. This additional 2 per cent. rate for non residents can apply on top of the 3 per cent. surcharge. These factors, and any future changes resulting in a higher SDLT rate, could make the purchase of BTL properties and/or second homes a less viable investment proposition and reduce the demand for related mortgages, which may also affect the resale value of relevant or similar properties.

The Government's intervention into the housing market through buyer assistance schemes, stamp duty holidays (such as the holiday announced in June 2020 to increase the threshold to £500,000 applicable until July 2021 after which the threshold became £250,000 until October 2021 and thereafter £125,000 enforced or recommended payment holidays or other concessions or allowances on mortgage payments, or indirectly through measures that provide liquidity to the banking sector (as was the case with FLS, TFS and TFSME), may also contribute to volatility in house prices. This could occur: for example, as a result of the sudden end to buyer assistance schemes, which could lead to a decrease in house prices, or due to the extension of funding scheme to the banking sector, which would maintain excess funding liquidity in the mortgage market which has supported a low mortgage interest rate environment, and which could lead to inflation in house prices. Shifts in housing preferences as a result of the pandemic could impact the relative prices of different property types/locations.

Given the relatively point-in-time approach used by the Issuer for modelling residential mortgage risk weighted assets (**RWAs**) by comparison with other large UK banking institutions, a reduction in UK house prices, or other deterioration in economic conditions, may have a material impact on the Issuer's CET1 Ratio. The degree to which the Issuer's CET1 Ratio is impacted by such events is likely to change following introduction of more through-the-cycle modelling approaches, which the PRA currently requires to be in place by the end of January 2022. The results of the concurrent stress testing undertaken by the BoE, available on the BoE's website, illustrate the impact that certain economic scenarios are projected to have on the Issuer's capital position.

## **2.7 *The relationship of the United Kingdom (UK) with the European Union (EU) after the withdrawal of the UK from the European Union may affect the Issuer's business***

On 23 June 2016, the UK held a referendum on its membership of the EU, in which a majority voted for the UK to leave the EU (**Brexit**). Immediately following the result, the UK and global stock and foreign exchange markets commenced a period of significant volatility, including a steep devaluation of the pound sterling.

On 31 January 2020, the UK ceased to be a member of the EU and the EEA. By virtue of the European Union (Withdrawal) Act 2018, as amended, and the EU-UK Withdrawal Agreement which entered into force on 1 February 2020 (the **Withdrawal Agreement**), EU law and EU-derived domestic legislation continued to apply to and in the UK during a transition period lasting until 31 December 2020. During

the transition period the UK continued to be treated as a member state under EU law unless otherwise specified. On 24 December 2020, an agreement in principle was reached in relation to the EU-UK Trade and Cooperation Agreement (the **Trade and Cooperation Agreement**), to govern the future relations between the EU and UK following the end of the transition period.

The Trade and Cooperation Agreement entered into force on 1 May 2021. The Trade and Cooperation Agreement does not, however, create a detailed framework to govern the cross-border provision of regulated financial services from the UK into the EU and from the EU into the UK.

The Trade and Cooperation Agreement covers trade in goods and services, establishes a framework for cooperation as to a citizen's security and a governance mechanism. Within the Trade and Cooperation Agreement, the UK and the EU made a Joint Declaration on financial services regulatory cooperation (**Joint Declaration**). In March 2021, the parties agreed a memorandum of understanding establishing the framework for this cooperation. Despite the memorandum of understanding, there is a significant risk that the UK and the EU will not reach an agreement on their future relationship in financial services, or may reach a significantly narrower agreement than that envisaged by market participants. There are a number of other areas of uncertainty in connection with the future of the UK and its relationship with the EU and it is not currently possible to determine the impact that the UK's departure from the EU and/or any related matters may have on general economic conditions in the UK, or the impact of these matters on the business of or on the regulatory position of the Society or its counterparties relating to EU regulation or more generally.

To minimise the risks for firms and businesses, the UK government implemented secondary legislation under powers provided in the EUWA to ensure that the UK had a functioning statute book from 31 December 2020. The UK's financial services regulators have also been granted Temporary Transitional Powers (as defined in the *'Impact of Brexit'* Section in *'Regulatory environment'* below) to delay or modify certain regulatory obligations firms face pursuant to a statutory instrument made under Section 8 of the EUWA. These modifications are temporary and there can be no assurance that such arrangements will continue to be available in the future.

The pan-EU authorities, such as the European Commission, did not put in place temporary legislative regimes similar to those in place in the UK to enable continued passporting access, for a time-limited period, for UK firms after they lost their passporting rights from the end of the transition period on 31 December 2020.

The continuing effects of the UK's departure from the EU are difficult to predict and there remains both short-term and long-term political and economic uncertainty around the departure that may have a negative impact on the UK economy, affecting its growth.

Accordingly, no assurance can be given that the UK's withdrawal from the EU will not adversely affect the Issuer's business, financial condition and results of operations and/or the market value and/or the liquidity of the Notes in the secondary market.

Please also see the sections below on *'Impact of Brexit' in 'Regulatory environment'*.

## **2.8 Rating downgrade and/or market sentiment with respect to the Issuer and the financial services sector may have an adverse effect on the Issuer's performance**

### *The Issuer and the financial sector*

If sentiment towards banks, building societies and/or other financial institutions operating in the UK, including the Issuer, were to deteriorate, or if the Issuer's ratings and/or the ratings of the sector were to be adversely affected, this may have a materially adverse impact on the Issuer. In addition, any such

change in sentiment or further reduction in ratings could result in an increase in the costs of, and a reduction in the availability of, wholesale market funding across the financial sector which could have a material adverse effect on the liquidity and funding of all UK financial services institutions, including the Issuer.

As at the date of this Base Prospectus, the Issuer has long-term senior preferred/long-term senior non-preferred/short-term/subordinated debt ratings of ‘A1’/‘Baa2’/‘P-1’/‘Baa2’ by Moody’s, ‘A+’/‘BBB+’/‘A-1’/‘BBB’ by S&P and ‘A+’/‘A’/‘F1’/‘BBB+’ by Fitch.

Any declines in those aspects of the Issuer’s business identified by the rating agencies as significant could adversely affect the rating agencies’ perception of its credit and cause them to take negative ratings actions. Any downgrade in the Issuer’s credit ratings could:

- adversely affect its liquidity and competitive position, particularly through cash outflows to meet collateral requirements on existing contracts;
- undermine confidence in its business;
- increase its borrowing costs;
- limit its access to the capital markets; or
- limit the range of counterparties willing to enter into transactions with it.

The Issuer’s credit ratings are subject to change and could be downgraded as a result of many factors, including the failure to successfully implement its strategies. A downgrade could also lead to a loss of customers and counterparties which could have a material adverse effect on the Issuer’s business, results of operations and financial condition.

If the ratings analysis of any agency that rates the Issuer’s credit is updated to reflect lower forward-looking assumptions of systemic support in the current environment or higher assumptions of the risks in the financial sector, it could result in a downgrade to the outlook or to the credit ratings of UK financial institutions, including the Issuer, which could have a material adverse effect on the borrowing costs, liquidity and funding of all UK financial services institutions, including the Issuer. Any downgrade in the Issuer’s ratings could also create new obligations or requirements for the Issuer under existing contracts with its counterparties that may have a material adverse effect on the Issuer’s business, financial condition, liquidity or results of operations. For example, as at 4 April 2021, the Issuer would have needed to provide additional collateral amounting to £0.8 billion in the event of a one notch downgrade by external credit rating agencies or £2.3 billion in the event of a two notch downgrade (subject to management actions that could be taken to reduce the impact of the downgrades).

#### *Market sentiment and ratings downgrades in respect of the UK*

The Issuer’s financial performance has been and will continue to be affected by general political and economic conditions in the UK, the Eurozone and elsewhere, and other adverse developments in the UK or global financial markets would cause its earnings and profitability to decline.

As at the date of this Base Prospectus, the UK’s long-term ratings are “AA (stable)” from S&P, “Aa3 (stable)” from Moody’s and “AA- (stable)” from Fitch. Any downgrade of the UK sovereign credit rating or the perception that such a downgrade may occur could destabilise the markets, impact the Issuer’s rating, its borrowing costs and its ability to fund itself and have a material adverse effect on the Issuer’s operating results and financial condition. In addition, a UK sovereign downgrade, or the perception that such a downgrade may occur, would be likely to depress consumer confidence, restrict

the availability, and increase the cost, of funding for individuals and companies, depress economic activity, increase unemployment and/or reduce asset prices. These risks are exacerbated by concerns over general market turmoil, slowing global growth, and trade tensions. Instability within global financial markets might lead to instability in the UK, which could have a materially adverse impact on the Issuer's performance.

## **2.9 *Competition in the UK personal financial services markets may adversely affect the Issuer's operations***

The Issuer is currently the fifth largest household savings provider and the second largest provider of residential mortgages in the UK, with estimated market shares of approximately 9.4 per cent. (as calculated by the Issuer based on BoE data) and 12.5 per cent. (according to BoE data), respectively, as at 4 April 2021.

The Issuer operates in an intensely competitive UK personal financial services market. It competes mainly with other providers of personal finance services, including banks, building societies and insurance companies. In addition, recent technological advances have allowed new competitors to emerge both from within the traditional financial services arena and from outside it, and continued advances in technology may lead to further new entrants from the prolific fintech sector.

Each of the main personal financial services markets in which the Issuer operates is mature and relatively slow growing, which intensifies pressure for firms to take market share from their competitors if they are to expand.

The main competitive threat continues to come from the established "Big 5" banks (HSBC, Barclays, NatWest, Lloyds and Santander). This affects mortgages, deposits and the personal current account markets.

Mortgage competition is being driven by certain ring-fenced banks as they deploy surplus liquidity in lending markets. In this they have a further advantage from the lower cost of their deposits which, in turn, stems from their significant market shares in low/zero cost transactions balances associated with personal current accounts.

With a strong position in lower cost transactions deposits and surplus liquidity, the Big 5 banks have been able to stand back from the recent firming of deposit rates. Deposit market competition, particularly for more rate-sensitive savings balances is instead being driven by smaller, newer, faster growing lenders with higher-risk / higher yielding loan books (in specialist mortgages, unsecured or SME lending) who also benefit from FSCS backing. In addition, deposit market competition is being heightened by many lenders' imminent need to replace drawings made under official funding schemes with alternative sources of funding.

In personal current accounts (and their associated non-rate-sensitive deposit balances), the scale of the existing account bases and strategic investment programmes of the Big 5 banks, makes them prime competitors. Fintech neo-banks, such as Monzo and Starling, continue to pose an emerging threat, although they presently lack the scale to challenge the large incumbent banks meaningfully.

Across all financial product markets, a full-scale entry by one or more of the very large technology companies (such as Alphabet or Amazon) remains a potential threat as does the entry of large, established US banks into the UK market.

Parallel with these developments, the price comparison / "marketplace" websites, fintech mortgage brokerage, peer-to-peer lenders and the many personal financial management tools that are emerging from the fintech sector are becoming more popular and widely used, allowing customers to compare



products more easily and make buying decisions based on price. As a consequence, there is a risk that this will create downward pressure on prices, negatively impacting the Issuer's ability to deliver its strategic income targets and its financial performance. Competition may also intensify in response to consumer demand, further technological changes and the impact of consolidation amongst the Issuer's competitors.

As a member-owned business, the Issuer is able to provide a financial benefit to its members through the offer of competitive savings and mortgage products. The Issuer's financial member benefit is delivered in the form of differentiated pricing and incentives, which it quantifies as the sum of its interest rate differential, member reduced fees and incentives. In the years ended 4 April 2021, 2020 and 2019, the Issuer estimated that benefit at £265 million, £735 million and £705 million, respectively. If the Issuer is unable to match the efficiency of its competitors in relation to both prices and service, it risks losing competitive advantages and being unable to attain its strategic growth aspirations.

### **2.10 *Open Banking and regulatory changes to the way in which the personal financial services markets operate could make it harder for the Issuer to retain customers and could adversely impact the viability of its business model***

Regulatory action might also increase competitive pressures. For example, the Competition and Markets Authority (the **CMA**) and the FCA have undertaken a market investigation and consultations into competition and conduct in the markets in which the Issuer operates – see “*Description of the Society – CMA and FCA regulation to increase competition*”. There can be no assurance that the Issuer's customer base, levels of deposits, revenue or market share will not be adversely affected by the remedial measures and other regulatory actions arising out of such investigation and consultations.

Mechanisms connecting banks, third-parties and technical providers and enabling them to simply and securely exchange data to their customers' benefit, together with other changes arising from the implementation of the second payment services directive (**PSD2**) in January 2018, are commonly referred to as “open banking” (**Open Banking**). Whilst Open Banking presents opportunities for the Issuer, there are also significant risks, including if technology is adopted more quickly than anticipated or new propositions offered by competitors attract business away from it or alter customer expectations. Further, the implementation of Open Banking could result in the emergence of new disruptors and competitors, potentially with substantially different business models, that could materially alter the banking environment. Such changes could affect the Issuer's ability to attract and retain customers, which in turn could potentially adversely affect liquidity and increase its funding costs over time. Whilst the Issuer is investing in developing Open Banking solutions to support members' needs and to mitigate this risk, there can be no assurance that its efforts will be successful or that it will be able to compete effectively with existing competitors and/or new entrants to attract and retain customers. The Section ‘*Description of the Society – CMA and FCA regulation to increase competition*’ in ‘*Regulatory environment*’ below provides further detail on developments in Open Banking.

Furthermore, increased use of technology as part of the Issuer's response to Open Banking and regulatory changes may increase the Issuer's exposure to significant risks associated with cyber security, fraud, IT resilience and data protection, as well as increased compliance costs. See “—*If the Issuer does not control its operational risks, including, in particular, maintaining cyber security and managing the pace of change around digital products and services, it may be unable to manage its business successfully*”.

Additionally, the implementation of the Independent Commission on Banking's recommendation to separate retail banking activities from wholesale and investment banking activities was carried out by large banking groups operating in the UK in 2019; this has reduced the distinctiveness of the building society model, which the Issuer considers to be a competitive advantage. The Issuer is not currently subject to the ring-fencing requirements but this framework has altered the business models of ring-

fenced banks and may continue to adversely affect the competitive position of the Issuer and other mutual institutions. The Issuer believes that ring fencing has trapped surplus deposits on the balance sheets of several major UK retail banks which seek to deploy this liquidity in lending markets, which in the medium term is driving further price competition, particularly in mortgages.

The rise of digital banking is changing customer expectations of the availability of banking services. As digital changes make transactions easier and more convenient, the Issuer expects customers to transact more, and in many different ways. The Issuer may not be able to manage service provision ahead of rising customer expectations or may have competitors who are more successful in meeting demand for digital banking services.

In addition, if the Issuer's customer service levels were perceived by the market to be materially below those of competitor UK financial institutions, it could lose existing and potential new business. If the Issuer is not successful in retaining and strengthening customer relationships, it may lose market share, incur losses on some or all of its activities or fail to attract new deposits or retain existing deposits, which could have a material adverse effect on its business, financial condition and results of operations.

### ***2.11 The Issuer is exposed to risks related to the LIBOR transition***

Reference rates and indices, including interest rate benchmarks, such as LIBOR, which are used to determine the amounts payable under financial instruments or the value of such financial instruments (**Benchmarks**), have, in recent years, been the subject of political and regulatory scrutiny as to how they are created and operated. This has resulted in regulatory reform and changes to existing Benchmarks, with further changes anticipated. These reforms and changes may cause a Benchmark to perform differently than it has done in the past or to be discontinued.

The Issuer is exposed to a range of LIBOR-linked assets, liabilities and derivatives which will be impacted by the phasing out of LIBOR in 2021. While significant transition progress has already been made, a delay or failure by the Issuer to manage the remaining transition across its balance sheet in a consistent and timely manner could have an adverse effect on the Issuer's business, financial performance and results of operations, and may result in regulatory fines or other action. In addition, where the transition affects the Issuer's products with its customers, in particular its retail members, a failure to manage the transition in a fair and transparent manner could result in additional compliance and conduct risks, which could result in regulatory action and/or adversely affect the Issuer's reputation.

The Issuer has a well established LIBOR Transition Working Group, which reports to the Issuer's Assets and Liabilities Committee, to manage the full range of transition-related issues, including the conversion of existing contracts to alternative reference rates and the impact on valuations and systems. While the Issuer has used basis swaps to reduce the economic exposure to affected benchmark rates within the portfolio of existing contracts and, for new transactions, the Issuer is avoiding the use of affected benchmark rates, there can be no assurance that these measures will fully mitigate the economic impact or risks to the Issuer of the LIBOR transition.

Transition risk predominantly exists in the remaining remedial operational activities required to transition any residual LIBOR-based loans and derivatives that are included in the Issuer's financial assets and liabilities, and are held on the Issuer's results of operations. In addition, it can have important operational impacts through the Issuer's systems and infrastructure, as its systems will need to be adapted for the changes in the reference rates. Any such factors may have a material adverse effect on the Issuer's results of operations, financial condition or prospects.

## 2.12 *Risks related to climate change*

The physical and transition risks of climate change are becoming ever more apparent and have the potential to pose a significant threat to the Issuer without a coordinated and timely response.

Climate change, and businesses' response to the emerging threats, are under increasing scrutiny by governments, regulators and the public alike. These include physical risks resulting from changing climate and weather patterns and extreme weather-related events, as well as transition risks resulting from the process of adjustment towards a lower carbon economy. Governments and regulators may introduce increasingly stringent rules and policies designed to achieve targeted outcomes, which could increase compliance costs for the Issuer, drive asset impairments and result in regulatory fines or other action if the Issuer is unable to implement adequate reforms sufficiently quickly. How the Issuer assesses and responds to these developments and challenges could increase its costs of business, and a failure to identify and adapt its business to meet new rules or evolving expectations, or any perception that it is under-performing relative to its peers, could result in reputational damage and/or the risk of legal claims.

## 2.13 *The Issuer's guidelines and policies for risk management may prove inadequate for the risks faced by the business and any failure to properly manage the risks which it faces could cause harm to the Issuer and its business prospects*

The management of financial and operational risks requires, among other things, robust guidelines and policies for the accurate identification and control of a large number of transactions and events. Such guidelines and policies may not always prove to be adequate in practice. The Issuer faces a wide range of risks in its business activities, including, in particular:

- liquidity and funding risk, see “—*Risks that reduce the availability or increase the cost of the Issuer's sources of funding, such as retail deposits and wholesale money markets, may have an adverse effect on the Issuer's business and profitability*”;
- credit risk, which is the risk that a borrower or a counterparty fails to pay interest or to repay the principal on a loan or other financial instrument;
- market risks, in particular interest rate risk as well as foreign exchange and bond and equity price risks. Changes in interest rate levels, yield curves and spreads may affect the Issuer's interest rate margin realised between lending and borrowing costs. Changes in currency rates, particularly in the sterling-dollar and sterling-euro exchange rates, affect the value of assets and liabilities denominated in foreign currencies and may affect income from assets and liabilities denominated in foreign currency. The performance of financial markets may also cause changes in the value of the Issuer's investment and liquidity portfolios. See also, “—*Changes to interest rates or monetary policy, whether by the UK, U.S. or other central banking authorities, could affect the financial condition of the Issuer's customers, clients and counterparties, which could in turn adversely affect the Issuer*” and “—*Market risks may adversely impact the Issuer's business*”; and
- operational risk, see “—*If the Issuer does not control its operational risks, including, in particular, maintaining cyber security and managing the pace of change around digital products and services, it may be unable to manage its business successfully*”.

The Issuer has a range of tools designed to measure and manage the various risks which it faces. Some of these methods, such as value-at-risk analyses, are based on historic market behaviour. The methods may therefore prove to be inadequate for predicting future risk exposure, which may prove to be significantly greater than what is suggested by historic experience. Historical data may also not adequately allow prediction of circumstances arising due to Government interventions and stimulus

packages, which increase the difficulty of evaluating risks. Other methods for risk management are based on evaluation of information regarding markets, customers or other information that is publicly known or otherwise available to the Issuer. Such information may not always be correct, updated or correctly evaluated. In addition, even though the Issuer constantly measures and monitors its exposures, there can be no assurance that its risk management methods will be effective, particularly in unusual or extreme market conditions. It is difficult to predict with accuracy changes in economic or market conditions and to anticipate the effects that such changes could have on the Issuer's financial performance and business operations.

**2.14 *If the Issuer does not control its operational risks, including, in particular, maintaining cyber security and managing the pace of change around digital products and services, it may be unable to manage its business successfully***

The Issuer's success as a financial institution depends on its ability to process a very large number of transactions efficiently and accurately. Operational risk and losses can result from a range of internal and external factors. Internal factors include internal fraud, errors by employees, failure to document transactions properly or to obtain proper internal authorisation, failure to comply with regulatory requirements and conduct of business rules and equipment failures, particularly in relation to electronic banking applications. External factors include natural disasters, war, pandemics, terrorist action or the failure of external systems, for example, those of its suppliers or counterparties. These could, for example, prevent the Issuer's customers from withdrawing cash from the Issuer's ATMs or from having their salary credited to their accounts with the Issuer and, if customers associate their problem with the Issuer rather than with the institution causing the problem, this would have an operational and financial impact on the Issuer's performance. A feature of operational risk is that financial institutions rely on systems and controls such as standard form documentation and electronic banking applications to process high volumes of transactions. As a result, any error in the Issuer's standard documentation or any defect in its electronic banking applications can be replicated across a large number of transactions before the error or defect is discovered and corrected and this could significantly increase the cost to the Issuer of remediating the error or defect, could expose it to the risk of regulatory sanction, unenforceability of contracts and, in extreme cases, could result in significant damage to its reputation.

Increased digital interconnectivity across the Group, its customers and suppliers, and the need for resilient information technology (IT) systems, including hardware, software, cloud computing services and cyber-security, remains an evolving risk to financial institutions including the Issuer. The Issuer considers that, within the operation and conduct risks profile, IT resilience and cyber security present the main risks, and it focuses on striving to protect service availability and customer data. The Issuer's implementation of new systems, infrastructures and processes, alongside the maintenance of legacy systems, introduces a level of operational complexity. In an increasingly digital world, customer expectations are rising, with a significantly lower tolerance of service disruption. Ensuring a highly reliable and widely available service requires resilient IT, business systems and processes. Furthermore, the sharing of customer data, and the enabling of direct payments by third party providers from a customer's account as a result of Open Banking, may give rise to significant risks associated with cyber security, fraud, IT resilience and data protection, as well as increased compliance costs and risks associated with the Issuer becoming liable for, or otherwise being required to protect customers against, the costs and/or liabilities of other third party providers and/or losses caused by the actions of such other third party providers. Any loss in the integrity and resilience of key systems and processes, data thefts, cyber-attacks, denial of service attacks or breaches of data protection requirements could significantly disrupt its operations and cause significant financial loss and reputational damage to the Issuer. This could in turn result in a loss of confidence in the Issuer, potentially resulting in existing customers withdrawing deposits and/or deterring prospective new customers.

Meanwhile the significant rise in data used in digital services increases the complexity and cost of managing data securely and effectively. Further, the maturity and sophistication of organised cyber-crime continues to increase and has been highlighted by a number of recent attacks in the financial and non-financial sectors, including payment services. Such attacks have also increased the public awareness of cyber-threats. As a result of the continued increasing threat from cyber-crime, security controls have needed to keep pace to prevent, detect and respond to any threats or attacks. The constant threat posed by a cyber-attack directly impacts the existing risks associated with external fraud, data loss, data integrity and availability. Although the Issuer maintains measures designed to ensure the integrity and resilience of key systems and processes, it may be the victim of cyber-attacks, including denial of service attacks which could significantly disrupt the Issuer's operations and the services it provides to its customers, or attacks designed to obtain an illegal financial advantage. Any such attack or any other failure in the Issuer's IT systems could, amongst other things, cause significant financial loss and reputational damage to the Issuer, and could result in a loss of confidence in the Issuer, potentially resulting in existing customers withdrawing deposits and/or deterring prospective new customers.

Over recent years there has been a dramatic increase in the demand for digital products and services due to the convenience that they can bring. This has seen an influx of innovative new offerings in the market place and the number of challenger banks and 'Fintech' disruptors has increased. Collectively, the changes may pose a challenge to the Issuer's core markets and product pricing, particularly if it is unable to introduce competitive products and services sufficient to match its traditional and challenger competitors.

Following a deterioration of the operation and conduct risk profile at the peak of the Covid-19 pandemic, the Issuer has seen the underlying risk profile returning to pre-pandemic levels and maintaining relative stability.

Significant work has been undertaken to prepare for the planned discontinuation of LIBOR benchmarks by the end of 2021. The Issuer has a relatively small number of legacy retail and commercial loans which reference LIBOR, and work is ongoing to manage the impact on the Issuer and its customers.

Members of the BoE's Monetary Policy Committee have begun to set out their thoughts on the potential reduction of the base rate to (or below) zero. The Issuer continues to prepare for this eventuality, considering the Issuer's own operational readiness, the extent to which it is reliant on third party providers to accommodate any necessary changes, and the impact this could have on the Issuer's members.

Although the Issuer has implemented risk controls and loss mitigation actions, and substantial resources are devoted to technology, developing efficient procedures and staff training, it is not possible to implement procedures which are fully effective in controlling each of the operational risks noted above.

### ***2.15 The Issuer may not achieve targeted profitability or efficiency savings, which could have an adverse impact on its capital planning and/or results of operations***

The Issuer seeks to maintain a secure and dependable business for its members through, amongst other things, generating a level of profit sufficient to meet regulatory capital and future business investment requirements and focusing on how Nationwide spends members' money through driving a culture of efficiency.

As a member-owned mutual organisation, the Issuer aims to make the right level of profit to maintain its financial strength and invest for the future, and it balances these longer-term priorities with delivering value to its members through better rates, incentives and propositions. In recent years, the Issuer's financial performance framework has focused on parameters that have allowed it to calibrate future performance with a view to achieving the right balance between distributing value to members, investing

in the business and maintaining financial strength, including a target profitability range that would enable sustainable capital strength. Upon publication on 29 May 2020 of its preliminary results for the financial year ended 4 April 2020, the Issuer announced that it considers that the financial performance framework which has guided its decisions in the past is no longer appropriate in the current environment, and that it is instead focusing on maintaining strong capital and liquidity positions through the economic cycle.

The Issuer has cut its costs by £94 million to £2,218 million (April 2020: £2,312 million) as it continues to make itself more efficient in serving its members. Reductions from reprioritisation of investment spend over the medium term, and lower business as usual run costs have been partly offset by restructuring costs as the Issuer took action to reduce its future cost base. However, there can be no assurance that such cost savings can be maintained or that further cost savings will be achieved.

Any failure by the Issuer to make sufficient profits to maintain its financial strength and invest for the future and/or to achieve its targeted efficiencies could adversely impact its capital ratios and the results of operations of the Issuer.

#### **2.16 *Market risks may adversely impact the Issuer's business***

Market risk is the risk that the net value of, or net income arising from, the Issuer's assets and liabilities is impacted as a result of market price or rate changes, specifically interest rates, foreign exchange rates or equity prices. Changes in interest rate levels, yield curves and spreads may affect the interest rate margin realised between lending and borrowing costs. Changes in currency rates, particularly in the sterling-dollar and sterling-euro exchange rates, affect the value of assets and liabilities denominated in foreign currencies and may affect income from assets and liabilities denominated in foreign currency.

The performance of financial markets may cause changes in the value of the Issuer's investment and liquidity portfolios. Although the Issuer has implemented risk management methods designed to mitigate and control these and other market risks to which the Issuer is exposed and its exposures are constantly measured and monitored, there can be no assurance that these risk management methods will be effective, particularly in unusual or extreme market conditions. It is difficult to predict with accuracy changes in economic or market conditions and to anticipate the effects that such changes could have on the Issuer's financial performance and business operations.

#### **2.17 *Concentration risks may adversely impact the Issuer's business***

The business activities of the Issuer are concentrated in the UK and its banking and financial products and services are offered to UK retail customers. The Issuer's business is also concentrated on retail deposit and the residential mortgage markets. Under current building society legislation, the Issuer's ability to diversify its business is limited. Accordingly, a decline in the UK economy or the predominantly retail markets in which it operates could have a material adverse impact on the Issuer's financial performance and business operations, which could be disproportionately greater than the impact on other banking groups with more diversified businesses.

#### **2.18 *Reputational risk could cause harm to the Issuer and its business prospects***

The Issuer's reputation is one of its most important assets and its ability to attract and retain customers and conduct business with its counterparties could be adversely affected to the extent that the Issuer's reputation or the reputation of the Issuer's brand is damaged. Failure to address, or appearing to fail to address, various issues that could give rise to reputational risk could cause harm to the Issuer and its business prospects. Reputational issues include, but are not limited to:

- failing to appropriately address potential conflicts of interest;

- breaching, or facing allegations of having breached, legal and regulatory requirements (including money laundering and anti-terrorism financing requirements);
- acting or facing allegations of having acted unethically (including having adopted inappropriate sales and trading practices see “—*The Issuer is exposed to risks relating to the mis-selling of financial products, acting in breach of legal or regulatory principles or requirements and giving negligent advice*”);
- failing or facing allegations of having failed to maintain appropriate standards of customer privacy, customer service and record-keeping;
- technology failures that impact upon customer service and accounts or the failure of intermediaries or third parties on whom the Issuer relies;
- limiting hours of or closing branches due to changing customer behaviour;
- failing to properly identify legal, reputational, credit, liquidity and market risks inherent in products offered;
- a failure to identify and respond appropriately to the challenges and threats presented by climate change; and
- generally poor business performance.

In addition, as with other businesses, how the Issuer is perceived to have supported its members, customers, employees and suppliers through the challenges presented by the Covid-19 pandemic could have a material effect on the Issuer’s brand and reputation.

Any failure to address these or any other relevant issues appropriately could make customers, depositors and investors unwilling to do business with the Issuer, which could adversely affect the Issuer’s business, financial condition and results of operations and could damage its relationships with its regulators. The Issuer cannot ensure that it will be successful in avoiding damage to its business from reputational risk.

**2.19 *The Issuer is exposed to risks relating to the mis-selling of financial products, acting in breach of legal or regulatory principles or requirements and giving negligent advice***

There is currently significant regulatory scrutiny of the sales practices and reward structures that financial institutions have used when selling financial products. No assurance can be given that the Issuer will not incur liability for past, current or future actions, including failure to comply with applicable regulatory requirements, which are determined to have been inappropriate and any such liability incurred could be significant and materially adversely affect the Issuer’s results of operations and financial position. In particular:

- certain aspects of the Issuer’s business may be determined by the BoE, the PRA, the FCA, HM Treasury, the CMA, the Financial Ombudsman Service (the **FOS**) or the courts as not being conducted in accordance with applicable laws or regulations, or, in the case of the FOS, with what is fair and reasonable in the Ombudsman’s opinion;
- the alleged mis-selling of financial products, including as a result of having sales practices and/or rewards structures that are deemed to have been inappropriate, may result in disciplinary action (including significant fines) or requirements to amend sales processes, withdraw products, or provide

restitution to affected customers, all of which may require additional provisions to be recorded in the Issuer's financial statements and could adversely impact future revenues from affected products; and

- the Issuer may be liable for damages to third parties harmed by the conduct of the Issuer's business.

In addition, the Issuer faces both financial and reputational risk where legal or regulatory proceedings, or complaints before the FOS, or other complaints are brought against it or members of the Issuer's industry generally in the UK High Court or elsewhere. For example, in August 2010, the Financial Services Authority (the **FSA**) published a Policy Statement (**PS10/12**) on "The Assessment and Redress of Payment Protection Insurance Complaints" (the **Statement**). The Statement applies to all types of Payment Protection Insurance (**PPI**) policies and followed the Consultation Paper (CP10/06). Following publication of the Statement, the British Bankers Association (**BBA**) and others requested a judicial review of the FSA's proposed approach to the assessment and redress of complaints in respect of sales of PPI. On 20 April 2011, the High Court ruled in favour of the FSA. The BBA chose not to appeal this ruling and the obligation for firms to comply with PS10/12 resulted in very significant provisions for customer redress made by several UK financial services providers.

The Issuer holds provisions for customer redress to cover the costs of remediation and redress in relation to past sales of financial products and ongoing administration, including non-compliance with consumer credit legislation and other regulatory requirements. The Issuer's customer redress charge was £87 million for the year ended 4 April 2021 (year ended 4 April 2020: £56 million charge) primarily as a result of a £42 million charge relating to historical quality control procedures and a £36 million charge in relation to past administration of customer accounts. The remainder of the charge relates to remediation costs for other redress issues, including the processing of remaining PPI complaints.

No assurance can be given that the Issuer will not incur liability in connection with any past, current or future non-compliance with legislation or regulation, and any such non-compliance could be significant and materially adversely affect the Issuer's results of operations and financial position or its reputation.

## **2.20 *The Issuer could be negatively affected by deterioration in the soundness or a perceived deterioration in the soundness of other financial institutions and counterparties***

Given the high level of interdependence between financial institutions, the Issuer is and will continue to be subject to the risk of deterioration of the commercial and financial soundness, or perceived soundness, of other financial services institutions. Within the financial services industry, the default of any one institution could lead to defaults by other institutions. Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or defaults by other institutions, as was the case after the bankruptcy of Lehman Brothers in 2008, because the commercial and financial soundness of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships. Even the perceived lack of creditworthiness of, or questions about, a counterparty may lead to market-wide liquidity problems and losses or defaults by the Issuer or by other institutions. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with whom the Issuer interacts on a daily basis. Systemic risk could have a material adverse effect on the Issuer's ability to raise new funding and on its business, financial condition, results of operations, liquidity and/or prospects.

The Issuer routinely executes a high volume of transactions with counterparties in the financial services industry, including brokers and dealers, commercial banks, investment banks, mutual and hedge funds, insurance companies and other institutional clients, resulting in large daily settlement amounts and significant credit exposure. As a result, the Issuer faces concentration risk with respect to specific counterparties and customers. A default by, or even concerns about the creditworthiness of, one or more



financial services institutions could therefore lead to further significant systemic liquidity problems, or losses or defaults by other financial institutions.

## **2.21 *Changes in the Issuer’s accounting policies or in accounting standards could materially affect how it reports its financial condition and results of operations***

From time to time, the International Accounting Standards Board (the **IASB**) proposes to change the international financial reporting standards (**IFRS**), as adopted by the European Commission for use in the EU. These standards govern the preparation of the Issuer’s financial statements. These changes could materially impact how the Issuer records and reports its financial condition and results of operations. In some cases, the Issuer could be required to apply a new or revised standard retroactively, resulting in restating prior period financial statements.

For example, IFRS 9: “*Financial Instruments*” is the new standard that replaced IAS 39: “*Financial Instruments: Recognition and Measurement*”. It changed the classification and measurement of some financial assets, the recognition and the financial impact of impairment and hedge accounting. IFRS 9 was required to be implemented in the Issuer’s financial statements for the year ending 4 April 2019. On 5 April 2018, the Issuer implemented IFRS 9: “*Financial Instruments*”. The total impact on members’ interests and equity, net of deferred tax, was a reduction of £162 million. There has been no restatement of comparatives following adoption of IFRS 9.

Amongst other changes, IFRS 9 replaced the incurred loss approach to impairment under IAS 39 with a forward-looking model based on expected credit losses (**ECL**), which resulted in earlier recognition of credit losses. This introduced a number of new concepts and changes to the approach to provisioning compared with the methodology under IAS 39.

The European authorities have recognised the risk that application of IFRS 9 may lead to a sudden significant increase in ECL provisions and consequently a sudden decrease in the capital ratios of institutions. Accordingly, Regulation (EU) 2017/2395 (the **IFRS 9 Regulation**) has been passed in order to introduce transitional periods for mitigating the impact of the introduction of IFRS 9 on own funds applying from 1 January 2018 by way of amendments to the recast Capital Requirements Regulation.

Similarly, IFRS 16: “*Leases*” is the new standard that replaced IAS 17: “*Leases*” and related interpretations. IFRS 16 has changed the classification of leases as either operating leases or finance leases. Instead, lessees capitalise leases through the recognition of assets representing the contractual rights of use and the present value of contractual payments are recognised as a lease liability. The Issuer has adopted the requirements of IFRS 16 from 5 April 2019. The adoption of IFRS 9 and IFRS 16 have created new and more demanding requirements for financial reporting and disclosures, which require further development of the Issuer’s internal controls.

In addition, in response to the Covid-19 pandemic, on 28 April 2020 the European Commission announced a proposed banking package of reforms which includes (amongst other things) a two-year extension of these current transitional arrangements for mitigating the impact of IFRS 9 provisions on regulatory capital. These measures allow banks and building societies to add back to their regulatory capital any increase in new ECL provisions incurred as of 1 January 2020 and recognised in 2020 and 2021 for financial assets which have not defaulted. The proposals were approved in the European Parliament plenary session on 9 June 2020.

In light of the Covid-19 pandemic, there is increased risk of material misstatement of ECL provisions due to the degree of judgement and inherent uncertainty in the assumptions underlying the Covid-19 related addition to the modelled provision. The European Commission and the PRA have also provided guidance as to the interpretation and flexibility of certain prudential and accounting requirements with

respect to non-performing loans and other assets in the context of Covid-19 generally and also specifically in the context of payment holidays and other allowances and concessions afforded to borrowers, including guidance on how banks and building societies might approach key judgements as to whether and when borrowers should be treated as having suffered a significant increase in credit risk (**SICR**) or having become credit impaired for accounting purposes under the ECL assessments under IFRS 9.

The IASB may make other changes to financial accounting and reporting standards that govern the preparation of the Issuer's financial statements, which the Issuer may adopt prior to the date on which such changes become mandatory if determined to be appropriate by the Issuer, or which the Issuer may be required to adopt. Any such change in the Issuer's accounting policies or accounting standards could materially affect its reported financial condition and results of operations.

**2.22 *The Issuer's accounting policies and methods are critical to how it reports its financial condition and results of operations. They require the Issuer to make estimates about matters that are uncertain***

Accounting policies and methods are fundamental to how the Issuer records and reports its financial condition and results of operations. The Issuer must exercise judgement in selecting and applying many of these accounting policies and methods so that they comply with IFRS.

The Issuer has identified certain accounting policies in the notes to its audited consolidated financial statements for the year ended 4 April 2021 (the **2021 Financial Statements**) incorporated by reference in this Base Prospectus in respect of which significant judgement is required in determining appropriate assumptions and estimates when valuing assets, liabilities, commitments and contingencies. These judgements relate to the assumptions used in the determination of impairment provisions on customer loans and advances (see note 10 to the 2021 Financial Statements), the estimates underlying its determination of provisions for customer redress (see note 27 to the 2021 Financial Statements) and the assumptions underlying its calculations of retirement benefit obligations (see note 30 to the 2021 Financial Statements).

A variety of factors could affect the ultimate value that is obtained either when earning income, recognising an expense, recovering an asset or reducing a liability. The Issuer has established detailed policies and control procedures that are intended to ensure that these judgements (and the associated assumptions and estimates) are well controlled and applied consistently. In addition, the policies and procedures are intended to ensure that the process for changing methodologies occurs in an appropriate manner. Because of the uncertainty surrounding the Issuer's judgements and the estimates pertaining to these matters, the Issuer cannot guarantee that it will not be required to make changes in accounting estimates or restate prior period financial statements in the future and any such changes or restatements could be material in nature.

Furthermore, in light of the Covid-19 pandemic, there is increased risk of material misstatement of ECL under IFRS 9 due to the degree of judgement and inherent uncertainty in the assumptions underlying the Covid-19 related addition to the modelled provision, as further described under "*Risks relating to the impact of Covid-19*" above. See also "*Changes in the Issuer's accounting policies or in accounting standards could materially affect how it reports its financial condition and results of operations*".

**2.23 *The Issuer may be required to make further contributions to its defined benefit pension schemes if the value of pension fund assets is not sufficient to cover potential obligations. The accounting surplus in the Issuer's defined benefit pension scheme does not contribute to its CET1 capital and any future payments to the scheme may reduce its CET1 capital***

The Issuer has funding obligations to several defined benefit pension schemes. Pension risk is defined as the risk that the value of the pension schemes' assets will be insufficient to meet the estimated

liabilities, creating a pension deficit. Pension risk can negatively impact the Issuer's capital position and may result in increased cash funding obligations to the pension schemes.

During the financial year ended 4 April 2021, the Issuer and trustee of the Nationwide Pension Fund (the **Fund**) agreed to a new Deficit Recovery Plan and Schedule of Contributions following the finalisation of the Fund's 31 March 2019 actuarial valuation. In November 2020, the Issuer and the trustee of the Fund entered into an arrangement whereby the Issuer has agreed to provide collateral in the form of retained bonds issued under the Issuer's Silverstone securitisation vehicle to provide additional security to the Fund. The Fund would have access to these notes in the case of certain events such as insolvency of the Issuer. As a consequence of entering into the contingent asset arrangement, no employer deficit contributions were required in the year ended 4 April 2021. Additionally, no employer deficit contributions will be required in the year ending 4 April 2022 or in future years under the terms of the new Deficit Recovery Plan.

Employer contributions of £66 million in the financial year ended 4 April 2021 relate to the final contributions in respect of the benefit accrual prior to the Fund closing to future accrual on 31 March 2021.

The Fund closed to future accrual on 31 March 2021, with affected employees being moved to the defined contribution Nationwide Personal Pension Plan for future pension savings. These members were moved from active to deferred status, with future indexation of deferred pensions before retirement measures by reference to the Consumer Price Index (**CPI**).

Any change in the contributions which the Issuer is required to pay in respect of its defined benefit pension schemes, including as a result of a future Triennial Valuation, could have a negative impact on its results of operations. In addition, any accounting deficit in the Issuer's defined benefit pension scheme would be reflected in its CET1 capital. Accordingly, a reduction in any surplus or increase in any deficit over time can result in a reduction in the Issuer's capital ratios.

**2.24 *The Issuer is exposed to the risk of changes in tax legislation and its interpretation and to increases in the rate of corporate and other taxes***

The activities of the Issuer are principally conducted in the UK and the Issuer is therefore subject to a range of UK taxes at various rates. Future actions by the Government to increase tax rates or to impose additional taxes would reduce its profitability. Revisions to tax legislation or to its interpretation might also affect the Issuer's financial condition in the future.

**2.25 *The Senior Managers and Certification Regime may have a substantial impact on the Issuer's business***

The Senior Managers and Certification Regime (the **SM&CR**) came into force for UK banks, building societies, credit unions, PRA-designated investment firms and branches of foreign banks operating in the UK on 7 March 2016, and is intended to govern the individual accountability and conduct of senior persons within such entities. Among other things, the SM&CR introduced: (i) requirements on financial institutions to allocate and map senior management responsibilities and reporting lines across all areas of the organisation's activities; (ii) a new senior managers regime governing the conduct of bank staff approved by the PRA or the FCA to perform senior management functions (including certain non-executive directors); (iii) new rules requiring financial institutions to certify the ongoing suitability of a wide range of staff performing certain functions; (iv) the extension (from March 2017) by the FCA of conduct rules (generally enforceable by PRA and/or FCA disciplinary action, including financial penalties and public censure) previously only applicable to Senior Managers and certified staff to all in-scope staff other than those undertaking purely ancillary functions; and (v) the introduction of criminal offences relating to decisions by senior bank staff causing a financial institution to fail. Rules regarding

regulatory references for persons who are to be appointed as Senior Managers or to perform a certification function within the SM&CR also came into force from 7 March 2017.

The PRA and FCA continue to publish guidance and consult on future changes to the SM&CR. On 19 November 2019, the FCA published its supervisory expectations in relation to SM&CR for firms which are transitioning away from LIBOR and other Benchmarks; on 21 November 2019, the FCA updated its expectations regarding conduct risk during LIBOR transition. Complying with new regulations and shifting expectations imposes costs on the Issuer's business, including legal costs to implement new policies and procedures, as well as the time and attention of senior management. In addition, any violation of the SM&CR could result in disciplinary action against the Issuer or its employees, financial penalties as well as reputational damage, any of which could have a material adverse effect on the Issuer's business, financial position or results of operations. These developments and ongoing changes in approach or scope could result in additional costs on the Issuer's business and require additional time and the attention of senior management.

### **3 RISKS RELATED TO REGULATIONS/THE REGULATORY ENVIRONMENT**

#### ***3.1 Recent or future legislative and regulatory changes could impose operational restrictions on the Issuer, causing it to raise further capital, increase its expenses and/or otherwise adversely affect its business, results, financial condition or prospects***

The Issuer conducts its business subject to ongoing regulation by the PRA and the FCA, which oversee the Issuer's prudential arrangements and the sale of its products, including, for example, residential mortgages, commercial lending, savings, investment, consumer credit and general insurance products. The regulatory regime requires the Issuer to be in compliance across many aspects of activity, including (but not limited to) the training, authorisation and supervision of personnel, systems, processes and documentation. The financial sector has seen an unprecedented volume and pace of regulatory change in the years following the global financial crisis, and significant resource has been required to assess and implement necessary changes. If the Issuer fails to comply with any relevant regulations, there is a risk of an adverse impact on its business due to sanctions, fines or other action imposed by the regulatory authorities.

This is particularly the case in the current market environment, which continues to witness significant levels of Government intervention in the banking, personal finance and real estate sectors. Future changes in regulation, fiscal or other policies are unpredictable and beyond the Issuer's control and could materially adversely affect its business or operations.

A range of legislative and regulatory changes have been made or proposed which could impose operational restrictions on the Issuer, causing it to raise further capital, increase its expenses and/or otherwise adversely affect its business results, financial condition or prospects. These include, among others, the changes referred to in "*Description of the Society – Regulatory environment*".

As at the date of this Base Prospectus, it is difficult to predict the full effect that these changes and proposals will have on the Issuer's operations, business and prospects. Up to the end of 2020, the UK regulatory regime was closely aligned with the EU regime. Following the UK's departure from the EU and the end of the Brexit transition period at the end of 2020, the extent to which the UK may elect to implement or mirror future changes in the EU regulatory regime, or to diverge from the current EU-influenced regime over time remains to be seen. To the extent that the UK and EU trading relationship is premised on or influenced by the level of equivalence or convergence, or where initiatives are jointly designed on the basis of cooperation and shared outcomes, the EU regulatory regime may continue to have a significant effect on the regime which the UK Government and regulators elect to implement. Depending on the specific nature of the requirements and how they are enforced, the changes could have a significant impact on the Issuer's operations, structure, costs and/or capital requirements.

Accordingly, the Issuer cannot assure investors that the implementation of any of the foregoing matters will not have a material adverse effect on its operations, business, results, financial condition or prospects.

Furthermore, the Issuer cannot assure investors that any other regulatory or legislative changes or any other Governmental interventions that may have been proposed or which may materialise in the future will not have a material adverse effect on its operations, business, results, financial condition or prospects. Whilst the scope and nature of any such changes are unpredictable, any interventions or regulations designed to increase the protections for UK retail and other customers of banks and building societies, for example through stricter regulation on reposessions and forbearance by mortgage lenders, could materially adversely affect the Issuer's business or operations.

The Issuer is also subject to a number of proposals and measures targeted at preventing financial crime (including anti-money laundering and terrorist financing). Whilst the Issuer is committed to operating a business that prevents, deters and detects money laundering and terrorist financing in accordance with such requirements, if there are breaches of these measures or existing law and regulation relating to financial crime, the Issuer could face significant administrative, regulatory and criminal sanctions as well as reputational damage which may have a material adverse effect on its operations, financial condition and prospects.

The Issuer is also investing significantly to ensure that it will be able to comply with developing regulatory requirements and emerging consumer trends and preferences for digital services. If the Issuer is unsuccessful in efficiently adopting the requisite new compliance practices, including as these relate to cryptocurrencies, this will adversely impact its ability to operate in the financial services markets and to deliver an appropriate level of operational and financial performance.

### **3.2 *The Issuer is subject to wide-ranging regulatory action in the event that it is considered likely to fail and its failure poses a threat to the public interest***

In the UK, the Banking Act introduced a package of minimum early intervention and resolution-related tools and powers which the UK resolution authorities may apply in respect of in-scope UK financial institutions, including the Issuer and its group and provided for special rules for cross-border groups.

These tools and powers broadly align with those applicable to relevant financial institutions in the EEA under BRRD (as defined in the section on '*Capital adequacy and prudential supervision*' in '*Regulatory environment*' below), although HM Treasury and the BoE have already elected to diverge from certain changes to BRRD which were recently implemented in the EU or are required to be implemented in the EU in the near future. Under the Banking Act, substantial powers have been granted to HM Treasury, the BoE (including the PRA) and the FCA (the **Authorities**) as part of the SRR. These powers enable the Authorities, among other things, to resolve a bank or building society by means of several resolution tools (the **Stabilisation Options**) in circumstances in which the Authorities consider its failure has become likely and resolution is considered to be in the public interest. In respect of UK building societies, the relevant tools include:

- (i) modified property transfer powers which also refer to cancellation of shares and conferring rights and liabilities in place of such shares;
- (ii) in place of the share transfer powers, a public ownership tool which may involve (amongst other things) arranging for deferred shares in a building society to be publicly owned, cancellation of private membership rights and the eventual winding up or dissolution of the building society; and

- (iii) modified bail-in powers such that exercise of the tool may be immediately preceded by the demutualisation of the building society through the conversion of it into a company or the transfer of all of the property, rights or liabilities of the building society to a company.

In each case, the Banking Act grants additional powers to modify contractual arrangements in certain circumstances and powers for HM Treasury to disapply or modify laws (with possible retrospective effect) to enable the powers under the Banking Act to be used effectively.

The Banking Act also provides that the UK as a last resort, after having assessed and used the resolution tools set out above to the maximum extent practicable whilst maintaining financial stability, and where certain other mandatory conditions of the Banking Act have been satisfied, may provide extraordinary public financial support through additional financial stabilisation tools. These consist of the public equity support and temporary public ownership tools. There can be no assurance that investors in any Notes will benefit from such support even if it were provided.

Secondary legislation which defines the scope of application of the Stabilisation Options under the SRR to certain “banking group companies” came into force on 1 August 2014. The definition of “banking group company” encompasses certain of the Issuer’s subsidiaries and affiliates and allows the Stabilisation Options under the SRR and the bail-in stabilisation power to be applied to any of the Issuer’s related group companies that meet the definition of a “banking group company”.

In addition, the Banking Act contains a separate power, often referred to as the **write-down and conversion tool**, enabling the Authorities – independently of, or in conjunction with, the use of resolution powers - to cancel or transfer CET1 instruments away from the original owners, or write down (including to nil) an institution’s Additional Tier 1 capital instruments and Tier 2 capital instruments (such as the Subordinated Notes), or to convert them into CET1 instruments, if the Authorities consider that the institution or the group is at the “point of non-viability” and certain other conditions are met. The write-down and conversion tool must be applied before any of the Stabilisation Options provided for in the SRR may be used in practice and may be used whether or not the institution subsequently enters into resolution. Additionally, in respect of building societies, the resolution authority may write-down or convert instruments issued by the building society itself or a successor entity formed through exercise of Stabilisation Options. Subordinated Notes issued under the Programme may be Tier 2 capital instruments, and any such Subordinated Notes could be the subject to the write-down and conversion tool.

The SRR may be triggered prior to the Issuer’s insolvency. The purpose of the Stabilisation Options is to address the situation where all or part of a business of a relevant entity has encountered, or is likely to encounter, financial difficulties, giving rise to wider public interest concerns. Accordingly, the Stabilisation Options may be exercised if:

- (i) the relevant Authority is satisfied that a relevant entity (such as the Issuer) is failing or is likely to fail;
- (ii) having regard to timing and other relevant circumstances, the relevant Authority determines that it is not reasonably likely that (ignoring the Stabilisation Options) action will be taken that will result in the relevant entity no longer failing or being likely to fail;
- (iii) the Authorities consider the exercise of the Stabilisation Options to be necessary, having regard to certain public interest considerations (such as the stability of the UK financial system, public confidence in the UK banking system and the protection of depositors); and
- (iv) the relevant Authority considers that the specific resolution objectives would not be met to the same extent by the winding up of the relevant entity.

It is therefore possible that one or more of the Stabilisation Options could be applied prior to the point at which any insolvency proceedings with respect to the relevant entity could be initiated.

The European Banking Authority (the **EBA**) has published guidelines on the circumstances in which an institution shall be deemed by supervisors and resolution authorities as “failing or likely to fail” within the meaning of the BRRD. While the EBA guidelines are not binding on the Authorities when considering their powers under the Banking Act, the Authorities may continue to have regard to them as part of their deliberations, even after Brexit. The guidelines set out the objective criteria which should apply when supervisors and Authorities make such a determination.

Additionally, HM Treasury has issued a Code of Practice on the special resolution regime, in accordance with sections 5 and 6 of the Banking Act, which supports the legal framework of the SRR, and provides guidance as to how and in what circumstances the Authorities will use the special resolution tools.

Although the Banking Act provides for conditions to the exercise of any resolution powers and the EBA guidelines and HM Treasury Code of Practice set out objective elements which the Authorities may elect to consider when determining whether an institution is failing or likely to fail and which powers to use, it is uncertain how the Authorities would assess such conditions in any particular situation. The relevant Authorities are also not required to provide any advance notice to holders of the Notes of their decision to exercise any resolution power. Therefore, holders of the Notes may not be able to anticipate a potential exercise of any such powers nor the potential effect of any exercise of such powers on the Issuer or the Notes.

### **3.3 *The Issuer is subject to regulatory capital and liquidity requirements which may change***

The Issuer is subject to extensive and evolving capital and liquidity requirements, as further described in “*Description of the Society – Capital adequacy and prudential supervision*”.

Changes to the regulatory capital and liquidity requirements, and/or the prudential framework, under which the Issuer operates could hinder growth by prescribing more stringent requirements than those with which it currently complies. The Issuer’s capital ratios may be adversely affected not only by a reduction in the Issuer’s capital (including if the Issuer suffers financial losses) but also by changes in the manner in which the Issuer is required to calculate its capital and/or the risk-weightings applied to its assets. For example, the Issuer is currently authorised to apply an ‘internal ratings based’ (**IRB**) approach to calculating its risk-weighted assets. An IRB approach enables an institution to tailor more closely risk-weights to its particular assets than standardised risk-weights, and accordingly in many cases can be expected to be lower than risk-weights which would apply under a standardised approach.

Changes to how the Issuer applies its IRB model, or which may require the Issuer to calculate its risk-adjusted assets on the basis of standardised or loan-to-value-based standardised risk-weights, could have a material adverse impact on the Issuer’s capital ratios, even if the Issuer remains profitable. In particular, as further described in “*Description of the Society – Capital adequacy and prudential supervision*”), RWA output floors are due to be implemented through a transitional period from 2023 to 2028, and other reforms for the calculation of risk-weights are also due to be implemented, including a number of PRA reforms for IRB calibration expected to take effect from 1 January 2022. The introduction of an RWA floor for secured lending combined with IRB calibration changes with the implementation of new secured models will lead to a significant increase in the Issuer’s RWA over time and it currently expects the consequential impact on its reported CET1 ratio ultimately to be a reduction of approximately 45-50 per cent. relative to its current methodology (although organic earnings through the transition are expected to mitigate the impact such that the Issuer’s reported CET1 ratio will in practice remain well in excess of the pro forma levels imposed by these changes).

In addition, a failure adequately to manage capital, liquidity and the Issuer's MREL requirements could have a material adverse effect on the Issuer. Whilst the Issuer monitors current and expected future capital, liquidity and MREL requirements, including having regard to both leverage and RWA-based requirements, and seeks to manage and plan the prudential position accordingly and on the basis of current assumptions regarding future capital and liquidity requirements, there can be no assurance that the assumptions will be accurate in all respects or that it will not be required to take additional measures to strengthen its capital or liquidity position.

Effective management of the Issuer's capital and regulatory authorisations is critical to its ability to operate and grow its business and to pursue its strategy. Any change that limits the Issuer's ability to manage its balance sheet and capital resources effectively (including, for example, reductions in profits and retained earnings as a result of credit losses, write-downs or otherwise, increases in RWAs (which may be pro-cyclical under the current capital framework, resulting in risk-weighting increasing in economic downturns), delays in the disposal of certain assets or the inability to raise capital or funding through wholesale markets as a result of market conditions or otherwise) could have a material adverse impact on its business, financial condition, results of operations, liquidity and/or prospects.

Furthermore, if the Issuer fails, or is perceived to be likely to fail, to meet its minimum regulatory capital, leverage or liquidity requirements, or MREL, including in connection with any stress tests performed by the BoE or any other relevant authority, this may result in administrative actions or regulatory sanctions. In addition, any actual or perceived weakness relative to the Issuer's competitors could result in a loss of confidence, which could result in high levels of withdrawals from its retail deposit base, upon which it relies for lending and which could have a material adverse effect on the Issuer's business, financial position and results of operations.

#### *Impact of Covid-19*

The future impact of Covid-19 on the Issuer's capital ratios is not yet clear, although it is likely to lead to some RWA inflation and therefore a lower CET1 ratio in the short to medium term. While, based on its current estimates and projections, the Issuer currently expects to maintain, over the short- to medium-term horizon, a surplus above the CRD IV (as defined in the 'Capital adequacy and prudential supervision' Section in 'Regulatory environment' below) combined buffer requirements and the threshold at which a maximum distributable amount (MDA) would be imposed, there remains some uncertainty as to the duration and degree of impact of Covid-19. If this is significantly worse than the Issuer's base-case estimates, further erosion in the CET1 ratio cannot be discounted.

Further specific measures may also be taken by the Issuer's regulators to address potential capital and liquidity stress, which could limit the Issuer's flexibility to manage its business and its capital position, including in the event of restrictions on distributions and capital allocation. For example, on 31 March 2020 the PRA wrote to the CEOs of the large UK high street lenders (including the Issuer) to outline its expectations with respect to payments of dividends on equity and cash bonuses to senior staff, including all material risk takers. Whilst the PRA in its letter to the Issuer confirmed that (in contrast to its expectations with respect to the declaration or payment of dividends by banks in the near-term) it was not requesting that the Issuer halted payments on its core capital deferred shares (CCDS) at that time, there can be no assurance that further measures or expectations may be implemented or outlined by the Issuer's regulators over time, which could affect its capital position, its ability to raise further capital or the costs of new capital, and/or its business operations.

#### **3.4 *The Issuer is required to pay levies under the FSCS and is exposed to future increases in such levies, which might impact its profits***

The FSMA established the FSCS, which pays compensation to eligible customers of authorised financial services firms which are unable, or are likely to be unable, to pay claims against them. Based on its



share of protected deposits, the Issuer paid levies to the FSCS to enable the scheme to meet claims against it.

In common with other financial institutions which are subject to the FSCS, the Issuer also has a potential exposure to future levies resulting from the failure of other financial institutions and consequential claims which arise against the FSCS as a result of such failure.

There can be no assurance that there will be no further actions taken under the Banking Act that may lead to further claims against the FSCS, and concomitant increased FSCS levies payable by the Issuer. Any such increases in the Issuer's costs and liabilities related to the levy may have a material adverse effect on its results of operations. Further costs and risks may also arise from discussions at governmental levels around the future design of financial services compensation schemes, such as increasing the scope and level of protection and moving to pre-funding of compensation schemes.

In April 2014, the EU Directive on deposit guarantee schemes (the **DGSD**) was adopted and EU Member States were required to implement it into national law on or before 3 July 2015. The DGSD requires EU Member States (including, at the time the DGSD was required to be transposed, the UK) to ensure that by 3 July 2024 the available financial means of the deposit guarantee schemes regulated by it reach a minimum target level of 0.8 per cent. of the covered deposits of credit institutions. The schemes are to be funded through regular contributions before the event (ex-ante) to the deposit guarantee schemes. In case of insufficient ex-ante funds, the deposit guarantee scheme will collect immediately after the event (ex-post) contributions from the banking sector and, as a last resort, it will have access to alternative funding arrangements such as loans from public or private third parties. The UK requirements implementing DGSD provide, among other things, that the ex-ante contributions are met by funds already collected under the UK bank levy (with the ability, in the case of insufficient funds, to collect immediate ex-post contributions) and changes to the FSCS including the introduction of temporary high balance deposit protection, up to £1 million, for up to 12 months (protection temporarily extended from six to 12 months in response to the impact of Covid-19) from when the amount was deposited for certain limited types of deposits and changes to the types of depositors that are eligible for compensation. It is possible, as a result of the DGSD as implemented in the UK, that future FSCS levies on the Issuer may differ from those it has incurred historically, and that such reforms could result in the Issuer incurring additional costs and liabilities, which may adversely affect its business, financial conditions and/or results of operations. The DGSD requirements were implemented in the UK before the UK's exit from the EU and the regime was subsequently amended to reflect the UK's exit from the EU. See "*Impact of Brexit*" for a description of the changes implemented to retained EU legislation so that it works effectively after the end of the transition period on 31 December 2020.

### **3.5 *The Issuer's principal business is providing residential mortgages in the UK. As such, the Issuer is susceptible to changes in UK mortgage rules and regulation which could impact the Issuer's ability to retain current mortgage customers and/or attract new mortgage customers***

The FCA published its Mortgages Market Study Final Report (MS16/2) in March 2019. Whilst it found that the mortgage market is working well in many respects, the report illustrated a number of areas for improvement relating to customer choice and the ability of customers to switch mortgage providers. On 26 March 2019, the FCA published Consultation Paper CP19/14 entitled "*Mortgage customers: proposed changes to responsible lending rules and guidance*" setting out detailed proposals to remove regulatory barriers to changing mortgages for "mortgage prisoners". The term "mortgage prisoners" has been defined by the FCA to mean mortgage customers who would benefit from changing their mortgage product (either with their existing lender or with a new lender) but are unable to do so despite being up to date with their current mortgage payments. The changes to the FCA's Mortgages and Home Finance: Conduct of Business sourcebook (the **MCOB**) proposed by CP19/14 and implemented through the FCA Policy Statement entitled "*Changes to mortgage responsible lending rules and guidance – feedback on CP19/14 and final rules*" (PS19/27) are intended to make it easier for a customer who is a mortgage

prisoner to switch to a new lender. This could lead to an increase in redemptions of mortgages sooner than anticipated, thereby reducing the interest payable on those loans. The rules, based on pre-Covid-19 conditions, require firms to write to customers who may be eligible letting them know they may be able to switch their mortgage. However, the FCA decided that given lenders' inability to offer new switching options to mortgage prisoners in view of Covid-19 it would be wrong to require letters to be sent to consumers at this time. The FCA therefore extended the window during which it expected firms to contact consumers about switching options by three months to 1 December 2020. In July 2021, the FCA announced its '*Mortgage Prisoners review: terms of reference*' with the mandate to report to HM Treasury on the outcome of the review. The FCA will review the effect of its interventions to remove regulatory barriers to switching. The FCA has stated that the report will be laid before Parliament by the end of November 2021.

On 31 January 2020, the FCA published Policy Statement "*Mortgage advice and selling standards: feedback to CP 19/17 and final rules*" (PS20/1). The final rules on mortgage advice and selling standards are aimed at giving consumers more choice in how they buy a mortgage. The changes include expanding the perimeter on what is mortgage advice and requiring advisers to explain why they have not recommended the cheapest of the suitable mortgages available. The changes came into force on 31 January 2020, although under certain transitional provisions firms had until 30 July 2020 to comply. In response to the Covid-19 pandemic, the FCA has also introduced a number of temporary changes to mortgage regulation in the UK, including through guidance on payment deferrals (FS20/17) and repossessions (FS21/2) (collectively, the **Guidance**), with updated guidance on payment deferrals and guidance on tailored support for customers published in January 2021 and again in June 2021. The Guidance allowed eligible customers to defer up to six monthly payments until 31 July 2021, on which date the payment deferrals and support under the Guidance ended.

It is possible that further changes may be made to the MCOB as a result of current and future reviews, studies and regulatory reforms which could have a material adverse effect on the Issuer's business, finances and operations. Any failure to comply with these rules may entitle a borrower to claim damages for loss suffered or set-off the amount of the claim against monies owing under a regulated mortgage contract and the new rules may also negatively affect mortgage supply and demand.

## DOCUMENTS INCORPORATED BY REFERENCE

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

- (i) the auditors' report and audited consolidated annual financial statements of the Issuer for the year ended 4 April 2020 (contained on pages 220 to 319 (inclusive) of the Issuer's 2020 Annual Report and Accounts) (<https://www.nationwide.co.uk/-/media/MainSite/documents/about/corporate-information/results-and-accounts/2019-2020/annual-report-and-accounts-2020.pdf>);
- (ii) the auditors' report and audited consolidated annual financial statements of the Issuer for the year ended 4 April 2021 (contained on pages 227 to 325 (inclusive) of the Issuer's 2021 Annual Report and Accounts) (<https://www.nationwide.co.uk/-/assets/nationwidecouk/documents/about/how-we-are-run/results-and-accounts/2020-2021/annual-report-and-accounts-2021.pdf?rev=1e3599f465dc4de885a426e2df73d488>);  
and
- (iii) the Terms and Conditions of the Notes contained in the previous Base Prospectuses dated:
  - (a) 30 November 2009 (pages 52-74 inclusive);
  - (b) 28 September 2010 (pages 58-80 inclusive);
  - (c) 2 October 2013 (pages 42-65 inclusive);
  - (d) 2 October 2014 (pages 45-69 inclusive);
  - (e) 28 September 2015 (pages 48-80 inclusive);
  - (f) 31 August 2016 (pages 48-79 inclusive) as supplemented by the supplement dated 17 July 2017;
  - (g) 16 February 2018 (pages 64-106 inclusive);
  - (h) 31 October 2018 (pages 70-118 inclusive) as supplemented by the supplement dated 22 November 2018;
  - (i) 1 November 2019 (pages 66-115 inclusive); and
  - (j) 30 October 2020 (pages 79-147 inclusive),

in each case prepared by the Issuer in connection with the Programme and available at <https://www.nationwide.co.uk/about/investor-relations/funding-programmes/emtn>.

The tables below set out the relevant page references in (i) the Issuer's Annual Report and Accounts for the year ended 4 April 2020 for the Issuer's audited consolidated annual financial statements for the year ended 4 April 2020 and auditors' report thereon; and (ii) the Issuer's Annual Report and Accounts for the year ended 4 April 2021 for the Issuer's audited consolidated annual financial statements for the year ended 4 April 2021 and auditors' report thereon:

### **Audited consolidated annual financial statements for the year ended 4 April 2020**

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Following the publication of this Base Prospectus a supplement may be prepared by the Issuer and approved by the FCA in accordance with Article 23 of the UK Prospectus Regulation. Statements contained in any such supplement (or contained in any document incorporated by reference therein) shall, to the extent applicable (whether expressly, by implication or otherwise), be deemed to supersede statements contained in this Base Prospectus or in a document which is incorporated by reference in this Base Prospectus.

Certain information contained in the documents listed above has not been incorporated by reference in this Base Prospectus (which, for the avoidance of doubt, means any parts not listed in the cross-reference list above). Such information is either (i) not considered by the Issuer to be relevant for prospective investors in the Notes to be issued under the Programme or (ii) is covered elsewhere in this Base Prospectus. Any documents themselves incorporated by reference in the documents incorporated by reference in this Base Prospectus shall not form part of this Base Prospectus.

The Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to information included in this Base Prospectus which is capable of affecting the assessment of any Notes, prepare a supplement to this Base Prospectus or publish a new Base Prospectus for use in connection with any subsequent issue of Notes. The Issuer has undertaken to the Dealers in the Programme Agreement (as defined in "*Subscription and Sale*") that it will comply with Article 23 of the UK Prospectus Regulation.

## FORM OF THE NOTES

Each Tranche of Notes will initially be represented by a temporary global Note or, if so specified in the applicable Final Terms, a permanent global note without interest coupons or talons, which, in either case, will:

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

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

Any reference in this section “*Form of the Notes*” to Euroclear and/or Clearstream, Luxembourg shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system approved by the Issuer, the Trustee and the Agent. Whilst any Note is represented by a temporary global Note, payments of principal and interest (if any) due prior to the Exchange Date (as defined below) will be made (against presentation of the temporary global Note if the temporary global Note is not issued in NGN form) only to the extent that certification as to non U.S. beneficial ownership as required by U.S. Treasury regulations (in the form set out in the temporary global Note) has been received by Euroclear and/or Clearstream, Luxembourg and Euroclear and/or Clearstream, Luxembourg, as applicable, has given a like certificate (based on the certifications it has received) to the Agent.

On and after the date (the **Exchange Date**) which is 40 days after the date on which the temporary global Note is issued, interests in the temporary global Note will be exchangeable, upon request being made by Euroclear and/or Clearstream, Luxembourg acting on the instructions of the holders of interests in the temporary global Note, either for interests in a permanent global Note without interest coupons or talons or for definitive Notes (as indicated in the applicable Final Terms and subject, in the case of definitive Notes, to such notice period as is specified in the applicable Final Terms) in each case against certification as to non-U.S. beneficial ownership as described in the second sentence of the preceding paragraph unless such certification has already been given. The holder of a temporary global Note will not be entitled to receive any payment of interest or principal due on or after the Exchange Date. Pursuant to the Agency Agreement (as defined under “*Terms and Conditions of the Notes*” below), the Agent shall arrange that, where a further Tranche of Notes is issued which is intended to form a single Series with an existing Tranche of Notes, the Notes of such Tranche shall be assigned a common code and an ISIN by Euroclear and Clearstream, Luxembourg which are different from the common code and ISIN assigned to Notes of any other Tranche of the same Series until at least 40 days (as notified by the Agent to the relevant Dealer(s)/Manager(s)) after the completion of the distribution of the Notes of such first mentioned Tranche (the date of completion of the distribution of such Notes having been previously notified to the Agent by such Dealer(s)/Manager(s)).

Payments of principal and interest (if any) on a permanent global Note will be made through Euroclear and/or Clearstream, Luxembourg (against presentation or surrender (as the case may be) of the permanent global Note if the permanent global Note is not issued in NGN form) without any requirement for certification. A permanent global Note will be exchangeable, in whole but not in part, for security printed definitive Notes with, where applicable, interest coupons and talons attached upon not less than 45 days’ written notice (expiring at least 30

days after the Exchange Date) to the Agent from Euroclear or Clearstream, Luxembourg (as the case may be) acting on instructions of the holders of interests in the permanent global Note. Unless otherwise provided in the applicable Final Terms a notice requiring exchange as aforesaid may only be given if an Exchange Event has occurred. Notes for which the applicable Final Terms permit trading in the clearing systems in Calculation Amounts which are not a Specified Denomination will only be exchangeable for definitive Notes upon an Exchange Event. **Exchange Event** means that the Issuer has been notified that either Euroclear or Clearstream, Luxembourg has been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) after the relevant Issue Date or has announced an intention permanently to cease business or has in fact done so and no alternative clearing system satisfactory to the Trustee is available. The Issuer will promptly give notice to the Noteholders in accordance with the Conditions if an Exchange Event occurs. Temporary and permanent global Notes and definitive Notes will be authenticated (if applicable) and delivered by the Agent on behalf of the Issuer. In the case of Notes issued in NGN form which are intended to be held in a manner which would allow Eurosystem eligibility, the temporary and/or permanent global Note(s) will also be effectuated by the Common Safekeeper.

The exchange of a permanent global Note for definitive Notes upon notice from Euroclear and/or Clearstream (acting on the instructions of any holder) or at any time at the request of the Issuer should not be expressed to be applicable in the applicable Final Terms if the Notes are issued with a minimum Specified Denomination such as €100,000 (or its equivalent in another currency) plus one or more higher integral multiples of another smaller amount such as €1,000 (or its equivalent in another currency). Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Notes which is to be represented on issue by a temporary global Note exchangeable for definitive Notes.

The following legend will appear on all global Notes, definitive Notes and interest coupons: "Any United States person (as defined in the Internal Revenue Code of the United States) who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code." The sections referred to provide that United States holders, with certain exceptions, will not be entitled to deduct any loss on Notes or interest coupons and will not be entitled to capital gains treatment of any gain on any sale, disposition, redemption or payment of principal in respect of such Notes or interest coupons.

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

No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.

The Issuer may agree with any Dealer and the Trustee that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes, in which event a drawdown prospectus or a new Base Prospectus will be made available which will describe the effect of the agreement reached in relation to such Notes.

## FORM OF FINAL TERMS

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme.*

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

**UK MiFIR product governance/Professional investors and ECPs only target market** - Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (**COBS**), and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**UK MiFIR**); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. [*Consider any negative target market*]. Any [person subsequently offering, selling or recommending the Notes (a **distributor**)] [distributor] should take into consideration the manufacturer[‘s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the **UK MiFIR Product Governance Rules**) is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer[‘s/s’] target market assessment) and determining appropriate distribution channels.

**[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 (**EEA**). For these purposes, a **retail investor** means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of [Directive 2014/65/EU (**MiFID II**)] [**MiFID II**]; or (ii) a customer within the meaning of Directive (EU) 2016/97 (the **Insurance Distribution Directive**), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the **EU PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the EU PRIIPs Regulation.]

**[Prohibition of sales to UK retail investors** – The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (**UK**). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (**EUWA**); or (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of domestic law by virtue of the EUWA (the **UK PRIIPs Regulation**) for offering or selling the Notes or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.]

**[Singapore Securities and Futures Act Product Classification** - In connection with Section 309B of the Securities and Futures Act (Chapter 289) of Singapore (the **SFA**) and the Securities and Futures (Capital Markets Products) Regulations 2018 of Singapore (the **CMP Regulations 2018**), the Issuer has determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA, the classification of the Notes as [prescribed capital markets products (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products)] [ ]]

[Date]

## **Nationwide Building Society**

*(Incorporated in England under the Building Societies Act 1986, as amended)*

*(Legal entity identifier (LEI): 549300XFX12G42QIKN82)*

[£/€/U.S.\$/[ ]]

[[ ] per cent. / **Fixed Rate Reset / Floating Rate / Zero Coupon**] **[Senior Preferred / Deposit / Senior Non-Preferred / Subordinated]** Notes due [ ]

**issued pursuant to its  
U.S.\$25,000,000,000 European Note Programme**

### **PART A – CONTRACTUAL TERMS**

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Base Prospectus dated 29 October 2021 [and the supplemental Prospectus dated [date]] which [together] constitute[s] a base prospectus (the **Base Prospectus**) for the purposes of Regulation (EU) (2017/1129) as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **UK Prospectus Regulation**). This document constitutes the Final Terms of the Notes described herein for the purposes of the UK Prospectus Regulation and must be read in conjunction with the Base Prospectus in order to obtain all the relevant information. The Base Prospectus has been published on the website of the London Stock Exchange through a regulatory information service (<http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>).]

[Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the **Conditions**) set forth in the Base Prospectus dated [original date] [and the supplement to it dated [date]] and incorporated by reference into the Base Prospectus dated 29 October 2021. This document constitutes the Final Terms of the Notes described herein for the purposes of Regulation (EU) (2017/1129) as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the **UK Prospectus Regulation**) and must be read in conjunction with the Base Prospectus dated 29 October 2021 [and the supplemental Prospectus dated [date]] which [together] constitute[s] a base prospectus (the **Base Prospectus**) for the purposes of the UK Prospectus Regulation, including the Conditions incorporated by reference in the Base Prospectus, in order to obtain all the relevant information. The Base Prospectus has been published on the website of the London Stock Exchange through a regulatory information service (<http://www.londonstockexchange.com/exchange/news/market-news/market-news-home.html>).]

#### **TYPE OF NOTE**

1. Status of the Notes: [Senior Preferred / Deposit / Senior Non-Preferred / Subordinated]
2. Interest Basis: [Fixed Rate / Reset / Floating Rate / Zero Coupon / Combination (see paragraph[s] [12]/[13]/[14]/[15] below)]



## DESCRIPTION OF THE NOTES

3. New Global Note: [Yes/No]
4. Form of Notes: [Temporary Global Note exchangeable for a Permanent Global Note which is exchangeable for Definitive Notes [on not less than 45 days' notice/only upon an Exchange Event]]
- [Temporary Global Note exchangeable for Definitive Notes]
- [Permanent Global Note exchangeable for Definitive Notes [on not less than 45 days' notice/only upon an Exchange Event]]
- [Notes shall not be physically delivered in Belgium, except to a clearing system, a depository or other institution for the purpose of their immobilisation in accordance with article 4 of the Belgian Law of 14 December 2005.] <sup>1</sup>
5. (a) Series Number: [ ]
- (b) Tranche Number: [ ]
- (c) Date on which the Notes will be consolidated and form a single Series: [ ] [Not Applicable]
6. (a) Nominal Amount of Notes to be issued: [ ]
- (b) Aggregate nominal amount of Series (if more than one issue for the Series): [ ]
- (c) Specified Currency: [ ]
- (d) Specified Denomination(s): [ ]
- (e) Calculation Amount: [ ]
7. Issue Price: [ ]
8. Issue Date: [ ]
9. Interest Commencement Date: [[ ]/Issue Date/Not Applicable]
10. Automatic/optional conversion from one Interest Basis to another: [ ] [Not Applicable]

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<sup>1</sup> Include for Notes that are to be offered in Belgium.

11. Additional Financial Centre(s): [Not Applicable/[ ]]

**PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE**

12. **Fixed Rate Note Provisions** [Applicable/Not Applicable]

(a) Fixed Rate(s) of Interest: [ ] per cent. per annum payable in arrear on each Fixed Interest Date

(b) Fixed Interest Date(s): [ ] in each year up to and including the Maturity Date

(c) Initial Broken Amount per denomination: [ ]

(d) Fixed Coupon Amount(s): [ ] per Calculation Amount

(e) Broken Amount(s): [[ ] per Calculation Amount, payable on the Fixed Interest Date falling [in/on] [ ]] [Not Applicable]

(f) Final Broken Amount per denomination: [ ]

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

(h) Business Day Convention: [Following Business Day/Modified Following Business Day/Preceding Business Day/Modified Preceding Business Day]

• Adjusted: [Applicable/Not Applicable]

• Non-Adjusted: [Applicable/Not Applicable]

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

(j) Determination Date(s): [[ ] in each year] [Not Applicable]

13. **Zero Coupon Note Provisions** [Applicable/Not Applicable]

(a) Accrual Yield: [ ]

(b) Reference Price: [ ]

(c) Calculation Agent (if any): [Agent]/[ ]

14. **Floating Rate Note Provisions** [Applicable/Not Applicable]
- (a) Calculation Agent: [Agent]/[ ]
- (b) Interest Period(s) or specified Interest Payment Date(s): [ ] [in each year from (and including) [ ] up to (and including) [the Maturity Date][ ]], subject in each case to adjustment in accordance with the Business Day Convention specified below]
- (c) Business Day Convention: [Floating Rate/Following Business Day/Modified Following Business Day/Preceding Business Day/Modified Preceding Business Day]
- (d) Additional Business Centre(s): [ ]
- (e) First Interest Payment Date: [ ][, subject to adjustment in accordance with the Business Day Convention specified above]
- (f) Manner in which Rate of Interest is to be determined: [Screen Rate Determination/ISDA Determination]
- (g) Screen Rate Determination: [Applicable/Not Applicable]
- Reference Rate
    - [Compounded Daily SONIA]
    - [Compounded Daily SOFR]
    - [Weighted Average SOFR]
    - [Compounded Daily €STR]
    - [ ]-month [EURIBOR/[ ]]
  - Term Rate
    - [Applicable/Not Applicable]
    - Specified Time
      - [[11.00 a.m./[ ]] in the Relevant Financial Centre] / [Not Applicable]
      - Relevant Financial Centre: [London/New York/Brussels/[ ]] / [Not Applicable]
  - Overnight Rate
    - [Applicable/Not Applicable]
    - Index Determination: [Applicable/Not Applicable]
      - Relevant Number: [[5 / [ ]] [[London Banking Days]/[U.S. Government Securities Business Days]/[Not Applicable]

*(If 'Index Determination' is 'Not Applicable', delete 'Relevant Number' and complete the remaining bullets below)*

*(If 'Index Determination' is 'Applicable', insert number of days (expected to be five or greater) as the Relevant Number, and the remaining bullets below will each be 'Not Applicable')*

- D: [360/365/[ ]] / [Not Applicable]
- Observation Method: [Lag/Lock-out/Observation Shift/Not Applicable]
  - Lag Period: [5 / [ ] [London Banking Days] [U.S. Government Securities Business Days] [TARGET Business Days] [[City] Banking Days] [Not Applicable]
  - Observation Shift Period: [5 / [ ] [London Banking Days] [U.S. Government Securities Business Days] [TARGET Business Days] [[City] Banking Days] [Not Applicable]

*(NB: A minimum of 5 relevant business/banking days should be specified for the Lag Period or Observation Shift Period, unless otherwise agreed with the Calculation Agent)*
- Interest Determination Date(s): [ ] [TARGET/[ ]] Business Days [in [ ]] prior to the [ ] day in each Interest Period/each Interest Payment Date][The [first/[ ]] [London Banking Day]/[TARGET Business Day] / [U.S. Government Securities Business Day] falling after the last day of the relevant Observation Period][The [first/[ ]] Banking Day falling after the last day of the relevant Observation Period (where [City] **Banking Day** means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in [City])][ ]
- Relevant Screen Page: [ ] [Not Applicable]
- (h) ISDA Determination: [Applicable/Not Applicable]
  - (i) ISDA Definitions: [2006 / 2021] ISDA Definitions
  - (ii) Floating Rate Option: [ ] (*Ensure this is a Floating Rate Option included in the Floating Rate Matrix (as defined in the 2021 ISDA Definitions)*)
  - (iii) Designated Maturity: [ ] / [Not Applicable] (*A Designated Maturity period is not relevant where the relevant Floating Rate Option is a risk-free rate*)
  - (iv) Reset Date: [ ]
  - (v) Compounding: [Applicable/Not Applicable] (*If not applicable, delete the remaining items of this subparagraph*)
    - Compounding Method: [Compounding with Lookback
      - Compounding with Lookback Period: [[ ]] Applicable Business Days/[As specified in the

Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]

[Compounding with Observation Period Shift

Compounding with Observation Shift Period: [[ ] Observation Period Shift Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]

Set-in-Advance (as defined in the 2021 ISDA Definitions): [Applicable/Not Applicable]

[Compounding with Lockout

Compounding with Lockout Period: [[ ] Lockout Period Business Days]/[As specified in the Compounding/Averaging Matrix (as defined in the 2021 ISDA Definitions)]

[OIS Compounding]

[Not Applicable]

- (i) Linear Interpolation: [Not Applicable/Applicable – the Rate of Interest for the [long/short] [first/last] Interest Period shall be calculated using Linear Interpolation (*specify for each short or long interest period*)]
- (j) Margin(s): [plus/minus] [ ] per cent. per annum
- (k) Minimum Rate of Interest (if any): [ ] per cent. per annum [in respect of the period from (and including) [the Interest Commencement Date]/[ ] to (but excluding) [ ]]
- (l) Maximum Rate of Interest (if any): [ ] per cent. per annum [in respect of the period from (and including) [the Interest Commencement Date]/[ ] to (but excluding) [ ]]
- (m) Day Count Fraction: [[Actual/Actual (ISDA)] [Actual/Actual] Actual/365 (Fixed) Actual/365 (Sterling) Actual/360 [30/360] [360/360] [Bond Basis] [30E/360] [Eurobond Basis] 30E/360 (ISDA)]

15. **Reset Note Provisions**

[Applicable/Not Applicable]

- (a) Initial Rate of Interest: [ ] per cent. per annum payable in arrear on each Interest Payment Date
- (b) First Margin: [+/-][ ] per cent. per annum

- (c) Subsequent Margin: [[+/-][ ] per cent. per annum] [Not Applicable]
- (d) Interest Payment Date(s): [[ ] [and [ ]]] in each year from (and including) [ ] up to (and including) [the Maturity Date][ ]
- (e) Fixed Coupon Amount to (but excluding) the First Reset Date: [ ] per Calculation Amount
- (f) Broken Amount(s): [[ ] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [ ]][Not Applicable]
- (g) Reset Reference Rate: [CMT Rate/Mid-Swaps/Reference Bond]
- (h) First Reset Date: [ ]
- (i) Second Reset Date: [ ]/[Not Applicable]
- (j) Subsequent Reset Date(s): [ ] [and [ ]][Not Applicable]
- (k) Relevant Screen Page: [ ]
- (l) Mid-Swap Rate: [Single Mid-Swap Rate/Mean Mid-Swap Rate] [Not Applicable]
- (m) Fixed Leg Swap Duration: [12 months / 6 months / [ ]][Not Applicable]
- (n) Floating Leg Swap Duration: [12 months / 6 months / 3 months / [ ]][Not Applicable]
- (o) Mid-Swap Floating Leg Benchmark Rate: [[6]-month EURIBOR (calculated on an Actual/360 day count basis)] / [Overnight SONIA rate compounded for the Floating Leg Swap Duration (calculated on an Actual/365 day count basis)] / [Overnight SOFR rate compounded for the Floating Leg Swap Duration (calculated on an Actual/360 day count basis)]/[ ]/[Not Applicable]
- (p) Mid-Swap Fallback Rate in respect of the first Reset Determination Date: [[ ] per cent.][Not Applicable]
- (q) Reference Bond Reset Rate Time: [ ] [Not Applicable]
- (r) Reference Bond Fallback Rate in respect of the First Reset Period: [ ] [Not Applicable]
- (s) Designated CMT Reuters Page: [Reuters T7051 Page/Reuters T7052 Page/specify] [Not Applicable]
- (t) Designated CMT Maturity Index: [ ]/[Not Applicable]
- (u) Day Count Fraction: [30/360] [Actual/Actual (ICMA)]

- (v) Determination Date(s): [[ ] in each year][Not Applicable]
- (w) Business Centre(s): [ ]
- (x) Business Day Convention: [Following Business Day/Modified Following Business Day/Preceding Business Day/Modified Preceding Business Day]
- Adjusted: [Applicable/Not Applicable]
  - Non-Adjusted: [Applicable/Not Applicable]
- (y) Calculation Agent: [Agent]/[ ]
16. Benchmark Discontinuation: [Applicable/Not Applicable]
- (a) Benchmark Replacement: [Applicable – Condition 4.4(a) applies] / [Not Applicable]
- (b) Benchmark Transition: [Applicable – Condition 4.4(b) applies] / [Not Applicable]

*(Unless otherwise agreed, select 'Benchmark Transition' if the Notes are Floating Rate Notes and the Original Reference Rate is SOFR; otherwise, select 'Benchmark Replacement')*

**PROVISIONS REGARDING REDEMPTION/MATURITY**

17. Maturity Date: [ ]/[Interest Payment Date falling [in/on] or nearest to [ ]]
18. Redemption at Issuer's option: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): [ ]/[Any day falling in the period commencing on (and including) [ ] and ending on (and including/excluding) [the [first] Reset Date]/[the Maturity Date]/[ ]]
- (b) Optional Redemption Amount: [[ ] per Calculation Amount]
- (c) If redeemable in part:
- (i) Minimum Redemption Amount: [ ]
  - (ii) Maximum Redemption Amount: [ ]
  - (iii) Minimum Period: [ ] days
- (d) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days

19. Regulatory Event (Subordinated Notes only): [Full Exclusion / Full or Partial Exclusion / Not Applicable]
20. (a) Senior Non-Preferred Notes: Loss Absorption Disqualification Event Redemption: [Applicable / *specify if Not Applicable*]
- (b) Loss Absorption Disqualification Event: [Full Exclusion / Full or Partial Exclusion / Not Applicable]
- (c) Senior Non-Preferred Notes: Substitution and Variation: [Applicable / *specify if Not Applicable*]
21. Redemption at Noteholder's option: [Applicable/Not Applicable]
- (a) Optional Redemption Date(s): [ ]
- (b) Optional Redemption Amount: [ ] per Calculation Amount
- (c) Notice periods: Minimum period: [ ] days  
Maximum period: [ ] days
22. Final Redemption Amount: Subject to any purchase and cancellation or early redemption, the Notes will be redeemed on the Maturity Date at [ ] per cent. of their nominal amount
23. Early Redemption Amount payable on redemption for taxation reasons or (for Subordinated Notes only) following a Regulatory Event or (for any Note) on an Event of Default: [ ] per Calculation Amount

**GENERAL PROVISIONS APPLICABLE TO THIS ISSUE OF NOTES**

24. U.S. Selling Restrictions: [Reg S Compliance Category 2: TEFRA D/TEFRA C/TEFRA not applicable]

**THIRD PARTY INFORMATION**

[[ ] has been extracted from [ ]. 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.]

Signed on behalf of **NATIONWIDE BUILDING SOCIETY**

By: .....  
*Duly Authorised*

By: .....  
*Duly Authorised*



## PART B – OTHER INFORMATION

### 1. LISTING AND ADMISSION TO TRADING

- (a) Listing and Admission to trading: [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 the London Stock Exchange’s main market and listing on the Official List of the FCA with effect from [on or around] [ ]/[the Issue Date]. *[insert details of any relevant sustainable bond segment, if applicable].*]
- (b) Estimated of total expenses related to admission to trading: [ ]

### 2. RATINGS

- Ratings: The Notes to be issued [have been/are expected to be] been rated:
- [Moody’s Investors Service Limited: [ ]]  
[S&P Global Ratings UK Limited: [ ]]  
[Fitch Ratings Ltd.: [ ]]
- [A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.
- The rating agenc[y/ies] above [has/have] published the following high-level description[s] of such rating[s]:
- A rating of [ ] by Moody’s Investors Service Limited is described by it as indicating [ ].
  - A rating of [ ] by S&P Global Ratings UK Limited is described by it as indicating [ ].
  - A rating of [ ] by Fitch Ratings Ltd. is described by it as indicating [ ].

### 3. INTERESTS OF NATURAL AND LEGAL PERSONS INVOLVED IN THE ISSUE

[Save for any fees payable to the Manager(s)/Dealer(s), so far as the Issuer is aware, no person involved in the issue of the Notes has an interest material to the offer. The Manager(s)/Dealer(s) and their affiliates have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform other services for, the Issuer and its affiliates in the ordinary course of business]

### 4. YIELD (Fixed Rate Notes only)

Indication of yield: [ ]

[The yield is calculated on the basis of the Rate of Interest [applicable up to (but excluding) the First Reset Date] and the Issue Price as at the Issue Date. It is not an indication of future yield.]

## 5. OPERATIONAL INFORMATION

- (a) ISIN: [ ]
- (b) Common Code: [ ]
- (c) Any clearing system(s) other than Euroclear and Clearstream, Luxembourg and the relevant identification number(s): [Not Applicable/[ ]]
- (d) Names and addresses of additional Paying Agent(s) (if any): [ ]
- (e) Intended to be held in a manner which would allow Eurosystem eligibility: [Yes. Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the International Central Securities Depositories (**ICSDs**) as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon the European Central Bank (**ECB**) being satisfied that Eurosystem eligibility criteria have been met.] / [No. Whilst the designation is specified as “no” at the date of these Final Terms, should the Eurosystem eligibility criteria be amended in the future such that the Notes are capable of meeting them the Notes may then be deposited with one of the ICSDs as common safekeeper. Note that this does not necessarily mean that the Notes will then be recognised as eligible collateral for Eurosystem monetary policy and intra day credit operations by the Eurosystem at any time during their life. Such recognition will depend upon the ECB being satisfied that Eurosystem eligibility criteria have been met.]
- (f) Relevant Benchmark[s]: [[*specify benchmark*] is provided by [*administrator legal name*]]. As at the date hereof, [[*administrator legal name*][appears]/[does not appear]] in the register of administrators and benchmarks established and maintained by the FCA pursuant to Article 36 (Register of administrators and benchmarks) of the UK Benchmarks Regulation/[As far as the Issuer is aware, as at the date hereof,

[*specify benchmark*] does not fall within the scope of the UK Benchmarks Regulation]/[Not Applicable]

6. **DISTRIBUTION**

Prohibition of Sales to EEA Retail Investors: [Applicable/Not Applicable]

Prohibition of Sales to UK Retail Investors: [Applicable/Not Applicable]

7. **REASONS FOR THE OFFER AND ESTIMATED NET PROCEEDS**

(a) Reasons for the offer: [See [“Use of Proceeds”] in the Base Prospectus/[The Notes are intended to be issued as Sustainable Notes, [*further particulars to be provided*].]/*Give details*]

(b) Estimated net proceeds: [ ]

## TERMS AND CONDITIONS OF THE NOTES

*The following (save for paragraphs in italics, which are descriptive only and do not form part of the Terms and Conditions) are the Terms and Conditions of the Notes which will be incorporated by reference into each Global Note and each definitive Note, in the latter case only if permitted by the relevant stock exchange, relevant authority or quotation system (if any) and agreed by the Issuer and the relevant Dealer(s) at the time of issue. If not so permitted (where applicable) and agreed, each definitive Note will have endorsed upon or attached thereto such Terms and Conditions. The applicable Final Terms in relation to any Tranche of Notes may specify other terms and conditions which shall, to the extent specified or to the extent inconsistent with the following Terms and Conditions, replace or modify the following Terms and Conditions for the purpose of such Notes. The applicable Final Terms (or the relevant provisions thereof) will be endorsed upon, or attached to, each Global Note and definitive Note. Reference should be made to “Form of Final Terms” above for a description of the content of Final Terms which will specify which of such terms are to apply in relation to the relevant Notes.*

This Note is one of a Series of notes (the notes of such Series being hereinafter called the **Notes**, which expression shall mean (a) in relation to Notes represented by a global note (a **Global Note**), units equal to each Specified Denomination in the Specified Currency, (b) definitive Notes issued in exchange for a Global Note, and (c) any Global Note) constituted by a Trust Deed dated 17 April 1991 (such Trust Deed as modified and/or supplemented and/or restated from time to time, the **Trust Deed**) made between Nationwide Building Society (the **Issuer**) and The Law Debenture Trust Corporation p.l.c. (the **Trustee**, which expression shall include any successor as trustee).

The Notes are issued with the benefit of an Amended and Restated Agency Agreement dated 29 October 2021 (such Agency Agreement as amended and/or supplemented and/or restated from time to time, the **Agency Agreement**) made between the Issuer, Citibank, N.A., London Branch, as issuing agent, principal paying agent and agent bank (the **Agent**, which expression shall include any successor as agent), the other paying agents named therein (together with the Agent, the **Paying Agents**, which expression shall include any additional or successor paying agents) and the Trustee.

Interest bearing definitive Notes have interest coupons (**Coupons**) and, in the case of Notes which, when issued in definitive form, have more than 27 interest payments remaining, talons for further Coupons (**Talons**) attached on issue. Any reference in these Terms and Conditions to Coupons or coupons shall, unless the context otherwise requires, be deemed to include a reference to Talons or talons.

The final terms for this Note (or the relevant provisions thereof) are set out in Part A of the Final Terms endorsed upon or attached to this Note which supplements these Terms and Conditions and may specify other terms and conditions which shall, to the extent so specified or to the extent inconsistent with these Terms and Conditions, replace or modify these Terms and Conditions for the purposes of this Note.

References herein to **applicable Final Terms** are, unless otherwise stated, to Part A of the Final Terms (or the relevant provisions thereof) attached to or endorsed on this Note.

The Trustee acts for the benefit of the holders of the Notes (the **Noteholders**, which expression shall, in relation to any Notes represented by a Global Note, be construed as provided below) and the holders of the Coupons (the **Couponholders**, which expression shall, unless the context otherwise requires, include the holders of the Talons), all in accordance with the provisions of the Trust Deed.

As used herein, **Tranche** means Notes which are identical in all respects (including as to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system) and **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (a) expressed to be consolidated and form a single series, and (b) identical in all respects (including as to listing and admission to trading) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices.

Copies of the Trust Deed and the Agency Agreement are (i) available for inspection during normal business hours at the registered office for the time being of the Trustee, being at 29 October 2021 at Eighth Floor, 100 Bishopsgate, London EC2N 4AG and at the specified office of each of the Agent and the other Paying Agents or (ii) may be provided by email to a Noteholder following their prior written request to the Trustee, any Paying Agents or the Issuer, in any such case upon provision of proof of holding and identity (in a form satisfactory to the Trustee, the relevant Paying Agent or the Issuer, as the case may be). If the Notes are to be admitted to trading on the main market of the London Stock Exchange the applicable Final Terms will be published on the website of the London Stock Exchange through a regulatory information service. If this Note is not admitted to trading on the London Stock Exchange's main market, the applicable Final Terms will only be obtainable from the principal office of the Issuer and of the Agent by a Noteholder holding one or more Notes and such Noteholder must produce evidence satisfactory to the Issuer and the relevant Paying Agent as to its holding of such Notes and identity.

The Noteholders and the Couponholders are deemed to have notice of, and are entitled to the benefit of, all the provisions of the Trust Deed, the Agency Agreement and the applicable Final Terms which are binding on them. Words and expressions defined in the Trust Deed or the Agency Agreement or used in the applicable Final Terms shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated and provided that, in the event of inconsistency between the Agency Agreement and the Trust Deed, the Trust Deed will prevail and, in the event of inconsistency between the Agency Agreement or the Trust Deed and the applicable Final Terms, the applicable Final Terms will prevail.

## **1. Form, Denomination and Transfer**

The Notes are in bearer form and, in the case of definitive Notes, serially numbered, in the currency (the **Specified Currency**, which term will, unless the context otherwise requires, include any successor to such currency under applicable law) and the denominations (the **Specified Denomination(s)**) specified in the applicable Final Terms. Notes of one Specified Denomination may not be exchanged for Notes of another Specified Denomination.

This Note is a Fixed Rate Note, a Reset Note, a Floating Rate Note or a Zero Coupon Note or any appropriate combination thereof, depending upon the Interest Basis shown in the applicable Final Terms.

This Note is also a Senior Preferred Note, a Deposit Note, a Senior Non-Preferred Note or a Subordinated Note, as indicated in the applicable Final Terms.

If this Note is a definitive Note, it is issued with Coupons and, if applicable, Talons attached, unless it is a Zero Coupon Note in which case references to interest and Coupons in these Terms and Conditions are not applicable.

Subject to the provisions relating to Global Notes set out below, title to the Notes and the Coupons will pass by delivery. Except as ordered by a court of competent jurisdiction or as required by law, the Issuer, the Trustee, the Agent and any other Paying Agent shall (subject as set out below) be entitled to deem and treat the bearer of any Note or Coupon as the absolute owner thereof (whether or not such Note or Coupon shall be overdue and notwithstanding any notice to the contrary or any notation of ownership or writing thereon or notice of any previous loss or theft thereof) for the purpose of making payment thereon and for all other purposes and no person shall be liable for so treating such holder. For so long as any of the Notes is represented by a Global Note held on behalf of Euroclear Bank SA/NV (**Euroclear**) and/or Clearstream Banking S.A. (**Clearstream, Luxembourg**), each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of such Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg (including any form of statement or printout of electronic records provided by the relevant clearing system (including Euroclear's EUCLID or Clearstream, Luxembourg's Creation Online system) in

accordance with its usual procedures and in which the holder of a particular nominal amount of Notes is clearly identified together with the amount of such holding) as evidence as to the nominal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be treated by the Issuer, the Trustee, the Agent and any other Paying Agent as the holder of such nominal amount of such Notes for all purposes other than with respect to the payment of principal and interest on such Notes, the right to which shall be vested, as against the Issuer, solely in the bearer of the Global Note in accordance with and subject to its terms (or the Trustee in accordance with the Trust Deed) (and the expressions **Noteholder**, **holder of Notes** and related expressions shall be construed accordingly). Notes which are represented by a Global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear and/or Clearstream, Luxembourg, as the case may be.

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

## **2. Status, Ranking and Subordination**

### **2.1 Status of Senior Preferred Notes and Deposit Notes**

This Condition 2.1 shall apply if this Note is a Senior Preferred Note or a Deposit Note.

The Notes and any relative Coupons are direct, unconditional, unsubordinated and (subject to the provisions of Condition 3) unsecured obligations of the Issuer and rank (subject to the provisions of Condition 3) *pari passu* and without any preference among themselves, junior to obligations required to be preferred by law (which includes certain member share accounts which are given preferential status by law) and at least equally with all other Ordinary Non-Preferential Debts of the Issuer.

Accordingly, subject to the Insolvency Act (and any other Ranking Legislation), for so long as they are not secured pursuant to the provisions of Condition 3, the Notes and any relative Coupons form part of the class of Ordinary Non-Preferential Debts of the Issuer under the Insolvency Act (and any other Ranking Legislation).

### **2.2 Status and Ranking of Senior Non-Preferred Notes**

This Condition 2.2 shall apply if this Note is a Senior Non-Preferred Note.

#### *(a) Status and Ranking*

*The Senior Non-Preferred Notes may only be issued on terms such that they (A) have an original contractual maturity of at least one year and (B) are not derivatives and contain no embedded derivatives for the purposes of Section 387A(3)(b)(ii) of the Insolvency Act (and the relevant section of any other Ranking Legislation).*

The Notes and any relative Coupons are direct and unsecured obligations of the Issuer and, subject to the Insolvency Act (and any other Ranking Legislation), constitute Secondary Non-Preferential Debts under the Insolvency Act (and any other Ranking Legislation), ranking *pari passu* and without any preference among themselves.

Accordingly, subject to the Insolvency Act (and any other Ranking Legislation), claims in respect of principal, interest and any other amount (including, without limitation, any damages awarded for breach of the Issuer's obligations) in respect of the Notes and any relative Coupons will, in the event of the winding up or dissolution of the Issuer (subject as otherwise provided in an Excluded Dissolution), rank as provided for Secondary Non-Preferential Debts in the Insolvency Act (and any other Ranking Legislation), and therefore:

- (i) junior in right of payment to all Senior Claims;

- (ii) *pari passu* with all other Senior Non-Preferred Claims; and
  - (iii) in priority to all Subordinated Claims.
- (b) *Waiver of Set-off*

Subject to applicable law, no holder of a Note or any relative Coupon may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer arising under or in connection with the Notes or any relative Coupons, and each Noteholder and Couponholder shall, by virtue of being the holder of (or the holder of any interest in) any such Note or relative Coupon (as the case may be), be deemed to have waived all such rights of set-off, compensation or retention. Notwithstanding the provision of the foregoing sentence, if any of the said rights and claims of any Noteholder or Couponholder of a Note or relative Coupon against the Issuer is discharged by set-off, such Noteholder or Couponholder will immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of winding up or dissolution of the Issuer, the liquidator or other insolvency official of the Issuer, and accordingly such discharge will be deemed not to have taken place.

### **2.3 Status and Subordination of Subordinated Notes**

This Condition 2.3 shall apply if this Note is a Subordinated Note.

(a) *Status and Subordination*

The Notes and any relative Coupons are direct and unsecured obligations of the Issuer, subordinated as described below, and rank *pari passu* and without any preference among themselves.

Accordingly, subject to the Insolvency Act (and any other Ranking Legislation), the Notes form part of the class of Tertiary Non-Preferential Debts under the Insolvency Act (and any other Ranking Legislation), and claims in respect of principal, interest and any other amount (including, without limitation, any damages awarded for breach of the Issuer's obligations) in respect of the Notes and any relative Coupons will, in the event of the winding up or dissolution of the Issuer (subject as otherwise provided in an Excluded Dissolution):

- (i) be subordinated in right of payment in the manner provided in the Insolvency Act (and any other Ranking Legislation) and the Trust Deed to (x) all Senior Claims, (y) all Senior Non-Preferred Claims and (z) any Subordinated Claims (if any) which rank, or are expressed to rank, in priority to claims in respect of the Notes;
- (ii) rank at least *pari passu* with claims in respect of obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital; and
- (iii) rank in priority to claims in respect of obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Additional Tier 1 Capital or CET1 Capital (including the Issuer's core capital deferred shares) and in priority to any other claims (including, without limitation, claims in respect of the Issuer's permanent interest bearing shares) which rank, or are expressed to rank, junior to claims in respect of the Notes.

(b) *Waiver of Set-off*

Subject to applicable law, no holder of a Note or any relative Coupon may exercise, claim or plead any right of set-off, compensation or retention in respect of any amount owed to it by the Issuer arising under or in connection with the Notes or any relative Coupons, and each Noteholder and Couponholder shall, by virtue of being the holder of (or the holder of any interest in) any such Note or Coupon (as the case may be), be deemed to have waived all such rights of set-off, compensation or retention. Notwithstanding the provision of the

foregoing sentence, if any of the said rights and claims of any Noteholder or Couponholder of a Note or relative Coupon against the Issuer is discharged by set-off, such Noteholder or Couponholder will immediately pay an amount equal to the amount of such discharge to the Issuer or, in the event of winding up or dissolution of the Issuer, the liquidator or other insolvency official of the Issuer and accordingly such discharge will be deemed not to have taken place.

## 2.4 Certain definitions

As used in these Terms and Conditions:

**deferred share investments** has the meaning ascribed thereto in the rules of the Issuer (and includes the Issuer's permanent interest bearing shares and core capital deferred shares);

**Excluded Dissolution** means each of (i) a winding up or dissolution of the Issuer for the purpose of a reconstruction, union, transfer, merger or amalgamation or the substitution in place of the Issuer of a successor in business the terms of which have previously been approved in writing by the Trustee or by an Extraordinary Resolution of the Noteholders, and (ii) a dissolution of the Issuer following, or in connection with, a Permitted Reorganisation whereby the Successor Entity is substituted in place of the Issuer as principal debtor under the Trust Deed, the Notes and any relative Coupons;

**Hierarchy Order** means The Banks and Building Societies (Priorities on Insolvency) Order 2018, as amended or superseded from time to time;

**Insolvency Act** means the Insolvency Act 1986, as amended or superseded from time to time (including by the Hierarchy Order);

**investing members** has the meaning ascribed thereto in the rules of the Issuer;

**Ordinary Non-Preferential Debts** means 'ordinary non-preferential debts' as defined in Section 387A(3)(a) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation);

**Ranking Legislation** means the Insolvency Act, the Hierarchy Order and, if and to the extent applicable to the Issuer, any other law or regulation which is amended by the Hierarchy Order;

**Regulatory Capital Requirements** means, at any time, any requirement contained in the law, regulations, requirements, guidelines and policies then in effect relating to capital adequacy and prudential supervision and applicable to the Issuer, including (without limitation to the generality of the foregoing), those applicable laws, regulations, requirements, guidelines and policies relating to capital adequacy and prudential supervision then in effect of the United Kingdom or the relevant Supervisory Authority;

**Secondary Non-Preferential Debts** means 'secondary non-preferential debts' as defined in Section 387A(3)(b) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation);

**Senior Claims** means the aggregate amount of all claims admitted in the winding up or dissolution of the Issuer which are:

- (i) claims of depositors of the Issuer;
- (ii) claims of investing members of the Issuer as regards the principal and interest due on share investments other than deferred share investments; and



- (iii) claims of creditors in respect of Ordinary Non-Preferential Debts of the Issuer and all other obligations of the Issuer which are preferred by law to Secondary Non-Preferential Debts;

**Senior Non-Preferred Claims** means the aggregate amount of all claims admitted in the winding up or dissolution of the Issuer which are claims of creditors in respect of Secondary Non-Preferential Debts of the Issuer;

**Subordinated Claims** means the aggregate amount of all claims admitted in the winding up or dissolution of the Issuer which are claims in respect of Tertiary Non-Preferential Debts of the Issuer, including (without limitation) claims of creditors in respect of obligations of the Issuer which constitute, or would but for any applicable limitation on the amount of such capital constitute, Tier 2 Capital, Additional Tier 1 Capital or CET1 Capital (including the Issuer's core capital deferred shares) and claims in respect of the Issuer's permanent interest bearing shares;

**Supervisory Authority** means, from time to time, the Bank of England acting as the Prudential Regulation Authority through its Prudential Regulation Committee or such other authority having for the time being primary supervisory authority and/or responsibility with respect to prudential or resolution matters concerning the Issuer and/or its group, as may be relevant in the context;

**Tertiary Non-Preferential Debts** means 'tertiary non-preferential debts' as defined in Section 387A(3)(c) of the Insolvency Act (or, as the case may be, in the relevant section of any other Ranking Legislation); and

**Tier 1 Capital, CET1 Capital, Additional Tier 1 Capital and Tier 2 Capital** have the respective meanings given thereto (or to a successor or equivalent term) in the Regulatory Capital Requirements.

### 3. Negative Pledge

This Condition 3 does not apply if this Note is a Senior Non-Preferred Note or a Subordinated Note.

So long as any of the Notes remains outstanding the Issuer will not, and will not suffer or permit any Subsidiary of the Issuer to, create or have outstanding any mortgage, lien (not being a lien arising by operation of law), pledge or other security interest upon the whole or any part of its undertaking or assets, present or future, (**Security**) to secure any Loan Stock of the Issuer or such Subsidiary, respectively, or any obligation of the Issuer or of any Subsidiary of the Issuer under any guarantee of or indemnity in respect of Loan Stock of any other person, without at the same time or prior thereto securing the Notes and the Coupons (the **Protected Notes and Coupons**) equally and rateably therewith to the satisfaction of the Trustee or providing such other security for the Protected Notes and Coupons which the Trustee in its absolute discretion shall deem to be not materially less beneficial to the Noteholders or which shall be approved by an Extraordinary Resolution of the Noteholders, provided that the Issuer or any Subsidiary of the Issuer may create or have outstanding Security with respect to Loan Stock (without the obligation to secure the Protected Notes and Coupons as aforesaid) if at the date of the creation thereof the Issuer and its Subsidiaries have and thereafter maintain free and clear of Security assets the fair market value of which (calculated on a consolidated basis) is at least equal to the aggregate principal amount of all Loan Stock which is not secured by any such Security. **Loan Stock** is defined in the Trust Deed to mean indebtedness for the time being outstanding which is in the form of or represented or evidenced by bonds, notes, debentures, loan stock or other similar securities.

### 4. Interest

#### 4.1 Interest on Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate(s) per annum equal to the Fixed Rate(s) of Interest payable in arrear on the Fixed Interest Date(s) in each year and on the Maturity Date if that does not fall on a Fixed Interest Date. The

first payment of interest will be made on the Fixed Interest Date next following the Interest Commencement Date and, if the first anniversary of the Interest Commencement Date is not a Fixed Interest Date, will amount to the Initial Broken Amount. If the Maturity Date is not a Fixed Interest Date, interest from (and including) the preceding Fixed Interest Date (or the Interest Commencement Date, as the case may be) to (but excluding) the Maturity Date will amount to the Final Broken Amount.

If “*Business Day Convention—Adjusted*” is specified in the applicable Final Terms, (a) any Fixed Interest Date otherwise falling on a day which is not a Business Day (as defined in Condition 4.2 below) will be postponed or brought forward (as applicable) in accordance with the Business Day Convention (as described in Condition 4.2(a)) set out in the applicable Final Terms which, for the avoidance of doubt, shall not be the Floating Rate Convention and (b) the amount of interest payable on a Fixed Interest Date will be the amount accrued during the Fixed Interest Period ending immediately prior to such Fixed Interest Date, and the provisions of Condition 4.2(d) (excluding the determination of the Rate of Interest) and Condition 4.2(f) (excluding the notification of the Rate of Interest) shall apply, *mutatis mutandis*, as though references therein (and, if applicable, in the description of the relevant Business Day Convention (as set out in Condition 4.2(a)) to (A) “Floating Rate Notes” were to “Fixed Rate Notes”; (B) “Interest Amounts” were to amounts of interest payable in respect of Fixed Rate Notes; (C) “Interest Payment Date” were to “Fixed Interest Date”; and (D) “Interest Period” were to “Fixed Interest Period”.

If “*Business Day Convention—Non-Adjusted*” is specified in the applicable Final Terms, any Fixed Interest Date otherwise falling on a day which is not a Business Day will be postponed or brought forward (as applicable) in accordance with the Business Day Convention set out in the applicable Final Terms (as described below) which, for the avoidance of doubt, shall not be the Floating Rate Convention but there will be no corresponding adjustment of the amount of interest payable on such Fixed Interest Date.

Except in the case of Notes in definitive form where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Final Terms, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (a) in the case of Fixed Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Fixed Rate Notes represented by such Global Note; or
- (b) in the case of Fixed Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention. Where the Specified Denomination of a Fixed Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Fixed Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In this Condition, **Fixed Interest Period** means the period from (and including) a Fixed Interest Date (or the Interest Commencement Date) to (but excluding) the next (or first) Fixed Interest Date.

## 4.2 Interest on Floating Rate Notes

### (a) Interest Payment Dates

Each Floating Rate Note bears interest on its outstanding principal amount from (and including) the Interest Commencement Date at the rate equal to the Rate of Interest payable in arrear on either:

- (i) the Interest Payment Date(s) in each year (the period from (and including) the Interest Commencement Date to (but excluding) the first Interest Payment Date and each successive period from (and including) an Interest Payment Date to (but excluding) the next Interest Payment Date, each an **Interest Period**); or
- (ii) if no express Interest Payment Date(s) is/are specified in the applicable Final Terms, each date (each an Interest Payment Date) which falls the number of months or other period specified as the Interest Period in the applicable Final Terms after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.

If any Interest Payment Date which is specified in the applicable Final Terms to be subject to adjustment in accordance with a business day convention would otherwise fall on a day which is not a Business Day, then, if the business day convention specified is:

- (A) in any case where Interest Periods are specified in accordance with Condition 4.2(a)(ii) above, the **Floating Rate** Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event (I) such Interest Payment Date shall be brought forward to the immediately preceding Business Day and (II) each subsequent Interest Payment Date shall be the last Business Day in the month which falls the number of months or other period specified as the Interest Period in the applicable Final Terms after the preceding applicable Interest Payment Date occurred; or
- (B) the **Following Business Day** Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day; or
- (C) the **Modified Following Business Day** Convention, such Interest Payment Date shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (D) the **Preceding Business Day** Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day; or
- (E) the **Modified Preceding Business Day** Convention, such Interest Payment Date shall be brought forward to the immediately preceding Business Day unless it would thereby fall into the previous calendar month, in which event such Interest Payment Date shall be postponed to the next day which is a Business Day.

In this Condition, **Business Day** means:

- I. a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in London and each Additional Business Centre (other than TARGET2 System) specified in the applicable Final Terms;

- II. if TARGET2 System is specified as an Additional Business Centre in the applicable Final Terms, a day on which the TARGET2 System is open; and
- III. either (a) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively) or (b) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

In these Terms and Conditions:

**euro** means the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended; and

**TARGET2 System** means the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET2) System.

(b) **Rate of Interest**

The Rate of Interest payable from time to time in respect of Floating Rate Notes will be determined in the manner specified in the applicable Final Terms.

(i) **ISDA Determination**

Where ISDA Determination is specified in the applicable Final Terms as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the applicable Final Terms) the Margin (if any).

For the purposes of this Condition 4.2(b)(i), **ISDA Rate** for an Interest Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under an interest rate swap transaction if the Calculation Agent were acting as ISDA Calculation Agent for that swap transaction under the terms of an agreement incorporating:

- (1) if “2006 ISDA Definitions” is specified in the applicable Final Terms, the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. (ISDA) and as amended and updated as at the Issue Date of the first Tranche of the Notes; or
- (2) if “2021 ISDA Definitions” is specified in the applicable Final Terms, the latest version of the 2021 ISDA Interest Rate Derivatives Definitions as published by ISDA as at the Issue Date of the first Tranche of the Notes,

(the **ISDA Definitions**) and under which:

- (A) the Floating Rate Option is as specified in the applicable Final Terms;
- (B) the Designated Maturity (if applicable) is the period specified in the applicable Final Terms;
- (C) the relevant Reset Date is the date specified as such in the applicable Final Terms; and
- (D) if the Floating Rate Option is an Overnight Floating Rate Option, the Overnight Rate Compounding Method is one of the following, as specified in the applicable Final Terms:

- (1) Compounding with Lookback;
- (2) Compounding with Observation Period Shift;
- (3) Compounding with Lockout; or
- (4) OIS Compounding.

In connection with the Overnight Rate Compounding Method, references in the ISDA Definitions to numbers or other items specified in the relevant confirmation shall be deemed to be references to the numbers or other items specified for such purpose in the applicable Final Terms.

For the purposes of this Condition 4.2(b)(i), **Floating Rate, Calculation Agent, Floating Rate Option, Designated Maturity, Reset Date, Overnight Floating Rate Option, Overnight Rate Compounding Method, Compounding with Lookback, Compounding with Observation Period Shift, Compounding with Lockout** and **OIS Compounding** have the meanings given to those terms in the ISDA Definitions.

Unless otherwise stated in the applicable Final Terms the Minimum Rate of Interest shall be deemed to be zero.

#### *Fallback*

If no Rate of Interest can be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be the Rate of Interest determined as at the last preceding Interest Determination Date on which the Rate of Interest was so determined (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is/are to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to the relevant Interest Accrual Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Accrual Period) or, if there is no such preceding Interest Determination Date, the initial Rate of Interest applicable to such Notes on the Interest Commencement Date (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is/are to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to the relevant Interest Accrual Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Accrual Period).

#### (ii) ***Screen Rate Determination – Term Rate***

This Condition 4.2(b)(ii) applies where the applicable Final Terms specifies both “*Screen Rate Determination*” and “*Term Rate*” to be ‘Applicable’.

- (A) The Rate of Interest for each Interest Period will, subject to Condition 4.4 and as provided below, be either:
  - I. the offered quotation (if there is only one quotation on the Relevant Screen Page);  
or

- II. the arithmetic mean (rounded upwards if necessary to the nearest 0.0001 per cent.) of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page (or such replacement page on that service which displays the information) at the Specified Time in the Relevant Financial Centre on the Interest Determination Date in question plus or minus the Margin (if any), all as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations.

- (B) If the Relevant Screen Page is not available or if sub-paragraph (A)(I) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (A)(II) above applies and fewer than three such offered quotations appear on the Relevant Screen Page, in each case as at the time specified above, the Calculation Agent shall, if applicable, request each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate as at approximately 11.00 a.m. (Brussels time, if the Reference Rate is EURIBOR) or (if otherwise specified) the Specified Time in the Relevant Financial Centre (each as indicated in the applicable Final Terms) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded as provided above) of such offered quotations (excluding, if four or more of the Reference Banks provide the Calculation Agent with such quotations and the offered quotations of all such Reference Banks are not the same, the highest and lowest quotations and, if the highest quotation and/or the lowest quotation applies in respect of more than one such Reference Bank, excluding such highest and/or lowest quotation in respect of one such Reference Bank) plus or minus (as indicated in the applicable Final Terms) the Margin (if any), all as determined by the Calculation Agent.
- (C) If on any Interest Determination Date only one or none of the Reference Banks provides the Calculation Agent with such an offered quotation as provided in the preceding paragraph, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being either:
- (i) the arithmetic mean (rounded as provided above) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, which such banks were offered, at approximately 11.00 a.m. (Brussels time, if the Reference Rate is EURIBOR) or (if otherwise specified) the Specified Time in the Relevant Financial Centre (each as indicated in the applicable Final Terms) on the relevant Interest Determination Date (or if such date is not a Business Day, on the immediately preceding Business Day), deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or otherwise the inter-bank market of the Relevant Financial Centre for the relevant Reference Rate, in each case plus or minus (as indicated in the applicable Final Terms) the Margin (if any); or
- (ii) in the event that the Calculation Agent can determine no such arithmetic mean, the lowest lending rate for lending amounts in the Specified Currency for a period equal to that which would have been used for the Reference Rate at which at

approximately 11.00 a.m. (Brussels time, if the Reference Rate is EURIBOR) or (if otherwise specified) the Specified Time in the Relevant Financial Centre (each as indicated in the applicable Final Terms) on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Calculation Agent it is quoting to leading banks in the Euro-zone inter-bank market (if the Reference Rate is EURIBOR) or otherwise the inter-bank market of the Relevant Financial Centre, in each case plus or minus (as indicated in the applicable Final Terms) the Margin (if any),

provided that, if the Rate of Interest cannot be determined in accordance with the foregoing provisions, the Rate of Interest shall be:

- I. that determined as at the last preceding Interest Determination Date on which the Rate of Interest was so determined (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Period in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Period) or;
- II. if there is no such preceding Interest Determination Date, the initial Rate of Interest (but substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is/are to be applied to the relevant Interest Period from that which applied to the initial Interest Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Period in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that initial Interest Period) or, in the case of Notes with an Interest Basis that converts from a Fixed Rate to a Floating Rate, the Fixed Rate of Interest applicable to such Notes immediately prior to conversion of the Interest Basis.

**Reference Banks** means, in the context of Condition 4.2(b)(ii)(A) (I), those banks whose offered rates were used to determine the offered quotation referred to in such Condition when such offered quotation last appeared on the Relevant Screen Page and, in the context of Condition 4.2(b)(ii)(A) (II), those banks whose offered quotations last appeared on the Relevant Screen Page when no fewer than three such offered quotations appeared.

(iii) ***Screen Rate Determination – Overnight Rate - Compounded Daily SONIA - Non-Index Determination***

This Condition 4.2(b)(iii) applies where the applicable Final Terms specifies: (1) “*Screen Rate Determination*” and “*Overnight Rate*” to be ‘Applicable’; (2) “*Compounded Daily SONIA*” as the Reference Rate; and (3) “*Index Determination*” to be ‘Not Applicable’.

- (A) The Rate of Interest for an Interest Accrual Period will, subject to Condition 4.4 and as provided below, be Compounded Daily SONIA with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

**Compounded Daily SONIA** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference

rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SONIA_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

- d*** is the number of calendar days in:
- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or
  - (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;
- D** is the number specified as such in the applicable Final Terms (or, if no such number is specified, 365);
- d<sub>o</sub>*** means:
- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the number of London Banking Days in the relevant Interest Accrual Period; or
  - (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the number of London Banking Days in the relevant Observation Period;
- i*** is a series of whole numbers from one to “*d<sub>o</sub>*”, each representing the relevant London Banking Day in chronological order from, and including, the first London Banking Day in:
- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or
  - (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

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

***n<sub>i</sub>*** for any London Banking Day “*i*”, means the number of calendar days from (and including) such London Banking Day “*i*” up to (but excluding) the following London Banking Day;

**Observation Period** means the period from (and including) the date falling “*p*” London Banking Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling “*p*” London Banking Days prior



to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other Interest Accrual Period) the date on which the relevant payment of interest falls due;

*p* means:

- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the number of London Banking Days specified as the “Lag Period” in the applicable Final Terms (or, if no such number is so specified, five London Banking Days); or
- (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the number of London Banking Days specified as the “Observation Shift Period” in the applicable Final Terms (or, if no such number is specified, five London Banking Days);

the **SONIA reference rate**, in respect of any London Banking Day (**LBD<sub>x</sub>**), is a reference rate equal to the daily Sterling Overnight Index Average (**SONIA**) rate for such **LBD<sub>x</sub>** as provided by the administrator of SONIA 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) on the London Banking Day immediately following **LBD<sub>x</sub>**; and

**SONIA<sub>i</sub>** means the SONIA reference rate for:

- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the London Banking Day falling “*p*” London Banking Days prior to the relevant London Banking Day “*i*”; or
- (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant London Banking Day “*i*”.

(B) Subject to Condition 4.4, if, where any Rate of Interest is to be calculated pursuant to Condition 4.2(b)(iii)(A) above, in respect of any London Banking Day on which an applicable SONIA reference rate is required to be determined, such SONIA reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the SONIA reference rate in respect of such London Banking Day shall be the rate determined by the Calculation Agent as:

- I. the sum of (i) the Bank of England’s Bank Rate (the **Bank Rate**) prevailing at 5.00 p.m. (London time) (or, if earlier, close of business) on such London Banking Day; and (ii) the mean of the spread of the SONIA reference rate to the Bank Rate over the previous five London Banking Days in respect of which a SONIA reference rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads); or
- II. if the Bank Rate under (I)(i) above is not available at the relevant time, either (A) the SONIA reference rate published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) for the first preceding London

Banking Day in respect of which the SONIA reference rate was published on the Relevant Screen Page (or otherwise published by the relevant authorised distributors) or (B) if this is more recent, the latest rate determined under (I) above,

and, in each case, references to “SONIA reference rate” in Condition 4.2(b)(iii)(A) above shall be construed accordingly.

(C) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 4.2(b)(iii), and without prejudice to Condition 4.4, the Rate of Interest shall be:

- (i) that determined as at the last preceding Interest Determination Date on which the Rate of Interest was so determined (though substituting, where a different Margin, Maximum Rate of Interest and/or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as the case may be) relating to the relevant Interest Accrual Period, in place of the Margin, Maximum Rate of Interest and/or Minimum Rate of Interest (as applicable) relating to that last preceding Interest Accrual Period); or
- (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to the Notes for the first scheduled Interest Period had the Notes been in issue for a period equal in duration to the first scheduled Interest Period but ending on (and excluding) the Interest Commencement Date (applying the Margin and, if applicable, any Maximum Rate of Interest and/or Minimum Rate of Interest, applicable to the first scheduled Interest Period),

in each case as determined by the Calculation Agent.

(iv) ***Screen Rate Determination – Overnight Rate - Compounded Daily SONIA - Index Determination***

This Condition 4.2(b)(iv) applies where the applicable Final Terms specifies: (1) “*Screen Rate Determination*” and “*Overnight Rate*” to be ‘Applicable’; (2) “*Compounded Daily SONIA*” as the Reference Rate; and (3) “*Index Determination*” to be ‘Applicable’.

(A) The Rate of Interest for an Interest Accrual Period will, subject to Condition 4.4 and as provided below, be the Compounded Daily SONIA Rate with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

**Compounded Daily SONIA Rate** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily Sterling overnight reference rate as reference rate for the calculation of interest) (expressed as a percentage and rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) determined by the Calculation Agent by reference to the screen rate or index for compounded daily SONIA rates administered by the administrator of the SONIA reference rate that is published or displayed on the Relevant Screen Page specified in the applicable Final Terms or, if no such page is so specified or if such page is unavailable at the relevant time, as otherwise published or displayed by such administrator or other information service from time to time on the relevant Interest Determination Date (the **SONIA Compounded Index**), and in accordance with the following formula:

$$\text{Compounded Daily SONIA Rate} = \left( \frac{\text{SONIA Compounded Index}_{\text{End}}}{\text{SONIA Compounded Index}_{\text{Start}}} - 1 \right) \times \frac{365}{d}$$

where:

**d** is the number of calendar days from (and including) the day in relation to which SONIA Compounded Index<sub>Start</sub> is determined to (but excluding) the day in relation to which SONIA Compounded Index<sub>End</sub> is determined;

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

**Relevant Number** is the number specified as such in the applicable Final Terms (or, if no such number is specified, five);

**SONIA Compounded Index<sub>Start</sub>** means, with respect to an Interest Accrual Period, the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to the first day of such Interest Accrual Period; and

**SONIA Compounded Index<sub>End</sub>** means, with respect to an Interest Accrual Period, the SONIA Compounded Index determined in relation to the day falling the Relevant Number of London Banking Days prior to (A) the Interest Payment Date for such Interest Accrual 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 Accrual Period).

(B) If the relevant SONIA Compounded Index is not published or displayed by the administrator of the SONIA reference rate 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 reference rate or of such other information service, as the case may be) on the relevant Interest Determination Date, the Compounded Daily SONIA Rate for the applicable Interest Accrual Period for which the SONIA Compounded Index is not available shall be “Compounded Daily SONIA” determined in accordance with Condition 4.2(b)(iii) above as if “*Index Determination*” were specified in the applicable Final Terms as being ‘Not Applicable’, and for these purposes: (i) the “*Observation Method*” shall be deemed to be “*Observation Shift*” and (ii) the “*Observation Shift Period*” shall be deemed to be equal to the Relevant Number of London Banking Days, as if those alternative elections had been made in the applicable Final Terms.

(v) ***Screen Rate Determination – Overnight Rate – SOFR – Non-Index Determination***

This Condition 4.2(b)(v) applies where the applicable Final Terms specifies: (1) “*Screen Rate Determination*” and “*Overnight Rate*” to be ‘Applicable’; (2) either “*Compounded Daily SOFR*” or

“*Weighted Average SOFR*” as the Reference Rate; and (3) “*Index Determination*” to be ‘Not Applicable’.

Where the applicable Final Terms specifies the Reference Rate to be “*Compounded Daily SOFR*”, the provisions of paragraph (A) below of this Condition 4.2(b)(v) apply.

Where the applicable Final Terms specifies the Reference Rate to be “*Weighted Average SOFR*”, the provisions of paragraph (B) below of this Condition 4.2(b)(v) apply.

(A) *Compounded Daily SOFR*

Where this paragraph (A) applies, the Rate of Interest for an Interest Accrual Period will, subject to Condition 4.4 and as provided below, be Compounded Daily SOFR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

**Compounded Daily SOFR** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily U.S. dollars secured overnight financing rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{SOFR_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

***d*** is the number of calendar days in:

- (i) where “Lag” or “Lock-out” is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

***D*** is the number specified as such in the applicable Final Terms (or, if no such number is specified, 360);

***d<sub>o</sub>*** means:

- (i) where “Lag” or “Lock-out” is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, 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<sub>o</sub>*”, each representing the relevant U.S. Government Securities Business Day in chronological order from, and including, the first U.S. Government Securities Business Day in:

- (i) where “Lag” or “Lock-out” is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**Lock-out Period** means the period from (and including) the day following the Interest Determination Date to (but excluding) the corresponding Interest Payment Date;

**New York Fed’s Website** means the website of the Federal Reserve Bank of New York (or a successor administrator of SOFR) or any successor source;

$n_i$  for any U.S. Government Securities Business Day “ $i$ ”, means the number of calendar days from (and including) such U.S. Government Securities Business Day “ $i$ ” up to (but excluding) the following U.S. Government Securities Business Day;

**Observation Period** means the period from (and including) the date falling “ $p$ ” U.S. Government Securities Business Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling “ $p$ ” U.S. Government Securities Business Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other Interest Accrual Period) the date on which the relevant payment of interest falls due;

$p$  means:

- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days specified as the “Lag Period” in the applicable Final Terms (or, if no such number is so specified, five U.S. Government Securities Business Days);
- (ii) where “Lock-out” is specified as the Observation Method in the applicable Final Terms, zero U.S. Government Securities Business Days; or
- (iii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the number of U.S. Government Securities Business Days specified as the “Observation Shift Period” in the applicable Final Terms (or, if no such number is specified, five U.S. Government Securities Business Days);

**Reference Day** means each U.S. Government Securities Business Day in the relevant Interest Accrual Period, other than any U.S. Government Securities Business Day in the Lock-out Period;

**SOFR** in respect of any U.S. Government Securities Business Day (**USBD<sub>x</sub>**), is a reference rate equal to the daily secured overnight financing rate as provided by the Federal Reserve Bank of New York, as the administrator of such rate (or any successor administrator of such rate) on the New York Fed’s Website, in each case at or around 3.00 p.m. (New York City time) on the U.S. Government Securities Business Day immediately following such USBD<sub>x</sub>;

**SOFR<sub>i</sub>** means the SOFR for:

- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the U.S. Government Securities Business Day falling “*p*” U.S. Government Securities Business Days prior to the relevant U.S. Government Securities Business Day “*i*”;
- (ii) where “Lock-out” is specified as the Observation Method in the applicable Final Terms:
  - (I) in respect of each U.S. Government Securities Business Day “*i*” that is a Reference Day, the SOFR in respect of the U.S. Government Securities Business Day immediately preceding such Reference Day; or
  - (II) in respect of each U.S. Government Securities Business Day “*i*” that is not a Reference Day (being a U.S. Government Securities Business Day in the Lock-out Period), the SOFR in respect of the U.S. Government Securities Business Day immediately preceding the last Reference Day of the relevant Interest Accrual Period (such last Reference Day coinciding with the Interest Determination Date); or
- (iii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant U.S. Government Securities Business Day “*i*”; and

**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 purposes of trading in U.S. government securities.

(B) *Weighted Average SOFR*

Where this paragraph (B) applies, the Rate of Interest for an Interest Accrual Period will, subject to Condition 4.4 and as provided below, be the Weighted Average SOFR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as calculated by the Calculation Agent as of the Interest Determination Date (and rounded, if necessary, to the fifth decimal place, with 0.000005 being rounded upwards), where:

**Weighted Average SOFR** means:

- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the SOFR in effect for each calendar day during the relevant Observation Period, calculated by multiplying each relevant SOFR by the number of calendar days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Observation Period. For these purposes, the SOFR in effect for any calendar day which is not a U.S. Government Securities Business Day shall be deemed to be the SOFR in effect for the U.S. Government Securities Business Day immediately preceding such calendar day; and
- (ii) where “Lock-out” is specified as the Observation Method in the applicable Final Terms, the arithmetic mean of the SOFR in effect for each calendar day during the relevant Interest Accrual Period, calculated by multiplying each relevant SOFR by

the number of days such rate is in effect, determining the sum of such products and dividing such sum by the number of calendar days in the relevant Interest Accrual Period, *provided* however that for any calendar day of such Interest Accrual Period falling in the Lock-out Period, the relevant SOFR for each day during that Lock-out Period will be deemed to be the SOFR in effect for the Reference Day immediately preceding the first day of such Lock-out Period. For these purposes, the SOFR in effect for any calendar day which is not a U.S. Government Securities Business Day shall, subject to the proviso above, be deemed to be the SOFR in effect for the U.S. Government Securities Business Day immediately preceding such calendar day.

Defined terms used in this paragraph (B) and not otherwise defined herein have the meanings given to them in paragraph (A) above of this Condition 4.2(b)(v).

(C) *SOFR Unavailable*

Subject to Condition 4.4, if, where any Rate of Interest is to be calculated pursuant to this Condition 4.2(b)(v), in respect of any U.S. Government Securities Business Day in respect of which an applicable SOFR is required to be determined, such SOFR is not available, such SOFR shall be the SOFR for the first preceding U.S. Government Securities Business Day in respect of which the SOFR was published on the New York Fed’s Website.

In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 4.2(b)(v) but without prejudice to Condition 4.4, the Rate of Interest shall be calculated in accordance, *mutatis mutandis*, with the provisions of Condition 4.2(b)(iii)(C).

(vi) *Screen Rate Determination – Overnight Rate - SOFR - Index Determination*

This Condition 4.2(b)(vi) applies where the applicable Final Terms specifies: (1) “*Screen Rate Determination*” and “*Overnight Rate*” to be ‘Applicable’; (2) “*Compounded Daily SOFR*” as the Reference Rate; and (2) “*Index Determination*” to be ‘Applicable’.

(A) The Rate of Interest for an Interest Accrual Period will, subject to Condition 4.4 and as provided below, be the Compounded SOFR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.

**Compounded SOFR** means, with respect to an Interest Accrual Period, the rate (expressed as a percentage and rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) determined by the Calculation Agent in accordance with the following formula:

$$\left( \frac{SOFR Index_{End}}{SOFR Index_{Start}} - 1 \right) \times \frac{360}{d_c}$$

where:

$d_c$  is the number of calendar days from (and including) the day in relation to which SOFR Index<sub>Start</sub> is determined to (but excluding) the day in relation to which SOFR Index<sub>End</sub> is determined;

**Relevant Number** is the number specified as such in the applicable Final Terms (or, if no such number is specified, five);

**SOFR** means the daily secured overnight financing rate as provided by the SOFR Administrator on the SOFR Administrator’s Website;

**SOFR Administrator** means the Federal Reserve Bank of New York (or a successor administrator of SOFR);

**SOFR Administrator’s Website** means the website of the SOFR Administrator, or any successor source;

**SOFR Index**, with respect to any U.S. Government Securities Business Day, means the SOFR index value as published by the SOFR Administrator as such index appears on the SOFR Administrator’s Website at or around 3.00 p.m. (New York time) on such U.S. Government Securities Business Day (the **SOFR Determination Time**);

**SOFR Index<sub>Start</sub>**, with respect to an Interest Accrual Period, is the SOFR Index value for the day which is the Relevant Number of U.S. Government Securities Business Days preceding the first day of such Interest Accrual Period;

**SOFR Index<sub>End</sub>**, with respect to an Interest Accrual Period, is the SOFR Index value for the day which is the Relevant Number of U.S. Government Securities Business Days preceding (A) the Interest Payment Date for such Interest Accrual 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 Accrual Period); and

**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 purposes of trading in U.S. government securities.

(B) If, as at any relevant SOFR Determination Time, the relevant SOFR Index is not published or displayed on the SOFR Administrator’s Website by the SOFR Administrator, the Compounded SOFR for the applicable Interest Accrual Period for which the relevant SOFR Index is not available shall be “Compounded Daily SOFR” determined in accordance with Condition 4.2(b)(v) above as if “*Index Determination*” were specified in the applicable Final Terms as being ‘Not Applicable’, and for these purposes: (i) the “*Observation Method*” shall be deemed to be “*Observation Shift*” and (ii) the “*Observation Shift Period*” shall be deemed to be equal to the Relevant Number of U.S. Government Securities Business Days, as if such alternative elections had been made in the applicable Final Terms.

(vii) ***Screen Rate Determination – Overnight Rate - Compounded Daily €STR – Non-Index Determination***

This Condition 4.2(b)(vii) applies where the applicable Final Terms specifies: (1) “*Screen Rate Determination*” and “*Overnight Rate*” to be ‘Applicable’; (2) “*Compounded Daily €STR*” as the Reference Rate; and (3) “*Index Determination*” to be ‘Not Applicable’.

(A) The Rate of Interest for an Interest Accrual Period will, subject to Condition 4.4 and as provided below, be Compounded Daily €STR with respect to such Interest Accrual Period plus or minus (as indicated in the applicable Final Terms) the applicable Margin (if any), all as determined by the Calculation Agent.



**Compounded Daily €STR** means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment (with the daily euro short-term rate as reference rate for the calculation of interest) as calculated by the Calculation Agent as at the relevant Interest Determination Date in accordance with the following formula (and the resulting percentage will be rounded if necessary to the nearest fifth decimal place, with 0.000005 being rounded upwards):

$$\left[ \prod_{i=1}^{d_o} \left( 1 + \frac{\text{€STR}_i \times n_i}{D} \right) - 1 \right] \times \frac{D}{d}$$

where:

the **€STR reference rate**, in respect of any TARGET Business Day (**TBD<sub>x</sub>**), is a reference rate equal to the daily euro short-term rate (**€STR**) for such **TBD<sub>x</sub>** as provided by the European Central Bank as the administrator of €STR (or any successor administrator of such rate) on the website of the European Central Bank (or, if no longer published on its website, as otherwise published by it or provided by it 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) on the TARGET Business Day immediately following **TBD<sub>x</sub>** (in each case, at the time specified by, or determined in accordance with, the applicable methodology, policies or guidelines, of the European Central Bank or the successor administrator of such rate);

**€STR<sub>i</sub>** means the €STR reference rate for:

- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the TARGET Business Day falling “*p*” TARGET Business Days prior to the relevant TARGET Business Day “*i*”; or
- (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant TARGET Business Day “*i*”.

**d** is the number of calendar days in:

- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or
- (ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

**D** is the number specified as such in the applicable Final Terms (or, if no such number is specified, 360);

**d<sub>o</sub>** means:

- (i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the number of TARGET Business Days in the relevant Interest Accrual Period; or

(ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the number of TARGET Business Days in the relevant Observation Period;

*i* is a series of whole numbers from one to “*d<sub>o</sub>*”, each representing the relevant TARGET Business Day in chronological order from, and including, the first TARGET Business Day in:

(i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the relevant Interest Accrual Period; or

(ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the relevant Observation Period;

*n<sub>i</sub>* for any TARGET Business Day “*i*”, means the number of calendar days from (and including) such TARGET Business Day “*i*” up to (but excluding) the following TARGET Business Day;

**Observation Period** means the period from (and including) the date falling “*p*” TARGET Business Days prior to the first day of the relevant Interest Accrual Period to (but excluding) the date falling “*p*” TARGET Business Days prior to (A) (in the case of an Interest Period) the Interest Payment Date for such Interest Period or (B) (in the case of any other Interest Accrual Period) the date on which the relevant payment of interest falls due;

*p* means:

(i) where “Lag” is specified as the Observation Method in the applicable Final Terms, the number of TARGET Business Days specified as the “Lag Period” in the applicable Final Terms (or, if no such number is so specified, five TARGET Business Days); or

(ii) where “Observation Shift” is specified as the Observation Method in the applicable Final Terms, the number of TARGET Business Days specified as the “Observation Shift Period” in the applicable Final Terms (or, if no such number is specified, five TARGET Business Days); and

**TARGET Business Day** means any day on which the TARGET2 System is open.

(B) Subject to Condition 4.4, if, where any Rate of Interest is to be calculated pursuant to Condition 4.2(b)(vii)(A) above, in respect of any TARGET Business Day in respect of which an applicable €STR reference rate is required to be determined, such €STR reference rate is not made available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, then the €STR reference rate in respect of such TARGET Business Day shall be the €STR reference rate for the first preceding TARGET Business Day in respect of which €STR reference rate was published by the European Central Bank on its website, as determined by the Calculation Agent.

(C) In the event that the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 4.2(b)(vii) but without prejudice to Condition 4.4, the Rate of

Interest shall be calculated in accordance, *mutatis mutandis*, with the provisions of Condition 4.2(b)(iii)(C).

(viii) ***Interest Accrual Period***

As used herein, an **Interest Accrual Period** means (i) each Interest Period and (ii) any other period (if any) in respect of which interest is to be calculated, being the period from (and including) the first day of such period to (but excluding) the day on which the relevant payment of interest falls due (which, if the Notes become due and payable in accordance with Condition 10 or Condition 11 (as applicable), shall be the date on which the Notes become due and payable).

(ix) ***Determination of Rate of Interest following acceleration***

If the Notes becomes due and payable in accordance with Condition 10 or Condition 11 (as applicable), the final Rate of Interest shall be calculated for the Interest Accrual Period to (but excluding) the date on which the Notes become so due and payable, and such Rate of Interest shall continue to apply to the Notes for so long as interest continues to accrue thereon as provided in Condition 4.5 and the Trust Deed.

(c) **Minimum and/or Maximum Rate of Interest**

If the applicable Final Terms specifies a Minimum Rate of Interest for any Interest Period and if, but for this Condition 4.2(c), the Rate of Interest determined for such Interest Period (or any Interest Accrual Period falling within such Interest Period) would be less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period (or such Interest Accrual Period falling within such Interest Period) shall be equal to such Minimum Rate of Interest.

If the applicable Final Terms specifies a Maximum Rate of Interest for any Interest Period and if, but for this Condition 4.2(c), the Rate of Interest for such Interest Period (or any Interest Accrual Period falling within such Interest Period) would be greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period (or such Interest Accrual Period falling within such Interest Period) shall be equal to such Maximum Rate of Interest.

(d) **Determination of Rate of Interest and calculation of Interest Amount**

The Calculation Agent will, at or as soon as practicable after each time at which the Rate of Interest is to be determined, determine the Rate of Interest for the relevant Interest Period (or other Interest Accrual Period).

The Calculation Agent will calculate the amount of interest (each an **Interest Amount**) for the relevant Interest Period (or other Interest Accrual Period). Each Interest Amount shall be calculated by applying the Rate of Interest to:

- (A) in the case of Floating Rate Notes which are represented by a Global Note, the aggregate outstanding nominal amount of the Notes represented by such Global Note; or
- (B) in the case of Floating Rate Notes in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the Day Count Fraction specified in the applicable Final Terms. The resultant figure will be rounded as follows (or otherwise in accordance with applicable market convention):

- (i) all United States Dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one half cent being rounded up);

- (ii) all Japanese Yen amounts used in or resulting from such calculations will be rounded downwards to the next lower whole Japanese Yen; and
- (iii) 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 being rounded upwards.

Where the Specified Denomination of a Floating Rate Note in definitive form is a multiple of the Calculation Amount, the amount of interest payable in respect of such Floating Rate Note shall be the product of the amount (determined in the manner provided above) for the Calculation Amount and the amount by which the Calculation Amount is multiplied to reach the Specified Denomination, without any further rounding.

In this Condition 4.2, **Calculation Agent** means the Agent or such other party identified as the Calculation Agent in the applicable Final Terms.

(e) **Linear Interpolation**

Where Linear Interpolation is specified as “Applicable” in respect of an Interest Period in the applicable Final Terms, the Rate of Interest for such Interest Period shall be calculated by the Calculation Agent by straight line linear interpolation by reference to two rates based on the relevant Reference Rate (where Screen Rate Determination is specified as “Applicable” in the applicable Final Terms) or the relevant Floating Rate Option (where ISDA Determination is specified as “Applicable” in the applicable Final Terms), one of which shall be determined as if the Designated Maturity were the period of time for which rates are available next shorter than the length of the relevant Interest Period and the other of which rates are available next longer than the length of the relevant Interest Period; *provided however* that if there is no rate available for the period of time next shorter or, as the case may be, next longer, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser as soon as reasonably practicable, with a view to such Independent Adviser determining such rate at such time and by reference to such sources as it determines appropriate for the purposes of the calculation of the Rate of Interest. The Independent Adviser shall instruct the Calculation Agent as to such rate. The Independent Adviser will consult with the Issuer with respect to such determination.

If, notwithstanding the use of reasonable endeavours, the Issuer is unable to appoint an Independent Adviser, or if an Independent Adviser is appointed by the Issuer but fails to make any relevant determination specified to be made by it under this Condition 4.2(e) prior to the relevant Interest Determination Date, the Issuer itself (acting in good faith and in a commercially reasonable manner) shall be entitled to determine the Rate of Interest.

An Independent Adviser appointed pursuant to this Condition 4.2(e) shall act in good faith and (in the absence of bad faith or fraud) neither the Issuer nor any Independent Adviser shall have any liability whatsoever to the Trustee, the Agents or the holders of any Notes or Coupons for any determination made by it pursuant to this Condition 4.2(e).

**Designated Maturity** means, in relation to Screen Rate Determination, the period of time designated in the Reference Rate.

(f) **Notification of Rate of Interest and Interest Amounts**

This Condition 4.2(b)(ii) applies where the applicable Final Terms specifies both “*Screen Rate Determination*” and “*Term Rate*” to be ‘Applicable’.

- (A) Except where the applicable Final Terms specifies both “*Screen Rate Determination*” and “*Overnight Rate*” to be ‘Applicable’, the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the Trustee and to any listing authority, stock exchange and/or quotation system

to which the Floating Rate Notes have then been admitted to listing, trading and/or quotation and to be published in accordance with Condition 18 as soon as possible after their determination but in no event later than the fourth Business Day (as defined in Condition 4.2(a) above) thereafter. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. Any such amendment or alternative arrangements will promptly be notified to each listing authority, stock exchange and/or quotation system to which the Floating Rate Notes have then been admitted to listing, trading and/or quotation and to the Noteholders in accordance with Condition 18.

- (B) Where the applicable Final Terms specifies both “*Screen Rate Determination*” and “*Overnight Rate*” to be ‘Applicable’, the Calculation Agent will cause the Rate of Interest and each Interest Amount for each Interest Accrual Period and the relevant Interest Payment Date to be notified to the Trustee and to any listing authority, stock exchange and/or quotation system to which the Floating Rate Notes have then been admitted to listing, trading and/or quotation and to be published in accordance with Condition 18 as soon as possible after their determination but in no event later than the second Business Day thereafter. Each Rate of Interest, Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the relevant Interest Accrual Period. Any such amendment or alternative arrangements will promptly be notified to each listing authority, stock exchange and/or quotation system to which the Floating Rate Notes have then been admitted to listing, trading and/or quotation and to the Noteholders in accordance with Condition 18.

(g) **Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4.2, whether by the Calculation Agent or the Trustee, shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agent, the Calculation Agent, the Trustee, the other Paying Agents and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Calculation Agent or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions pursuant to such provisions.

#### **4.3 Interest on Reset Notes**

(a) **Rates of Interest and Interest Payment Dates**

Each Reset Note bears interest on its outstanding principal amount:

- (i) from (and including) the Interest Commencement Date specified in the applicable Final Terms to (but excluding) the First Reset Date at the rate per annum equal to the Initial Rate of Interest;
- (ii) from (and including) the First Reset Date to (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms, the Maturity Date at the rate per annum equal to the First Reset Rate of Interest; and
- (iii) if applicable, from (and including) the Second Reset Date to (but excluding) the first Subsequent Reset Date (if any, or otherwise the Maturity Date), and each successive period from (and including) any Subsequent Reset Date to (but excluding) the next succeeding

Subsequent Reset Date (if any, or otherwise the Maturity Date) (each a **Subsequent Reset Period**) at the rate per annum equal to the relevant Subsequent Reset Rate of Interest, (in each case rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) payable, in each case, in arrear on the Interest Payment Date(s) in each year and on the Maturity Date so specified if that does not fall on an Interest Payment Date.

The Rate of Interest and the amount of interest (the **Interest Amount**) payable shall be determined by the Calculation Agent, (A) in the case of the Rate of Interest, at or as soon as practicable after each time at which the Rate of Interest is to be determined, and (B) in the case of the Interest Amount in accordance with the provisions for calculating amounts of interest in Condition 4.1 and, for such purposes, references in Condition 4.1 to “Fixed Rate Notes” and “Fixed Interest Date” shall be deemed to be to “Reset Notes” and “Interest Payment Date”, respectively, and Condition 4.1 shall be construed accordingly.

In this Condition 4.3:

**Calculation Agent** means the Agent or such other party identified as the Calculation Agent in the applicable Final Terms;

**CMT Rate** means (subject to Condition 4.4, if applicable), in relation to a Reset Period and the Reset Determination Date in relation to such Reset Period, the rate determined by the Calculation Agent, and expressed as a percentage, equal to:

- (i) if the Reuters T7051 Page is specified in the applicable Final Terms as the Designated CMT Reuters Page:
  - (a) the yield for United States Treasury securities at “constant maturity” having the Designated CMT Maturity Index specified in the applicable Final Terms as published in H.15 under the caption “Treasury Constant Maturities”, as the yield is displayed on Reuters (or any successor service) on page FRBCMT (or any other page as may replace the specified page on that service or successor service) (**T7051 Page**), on such Reset Determination Date; or
  - (b) if the rate referred to in paragraph (a) does not so appear on the T7051 Page by 4:00 p.m. (New York City time) on the relevant Reset Determination Date, the percentage equal to the yield for United States Treasury securities at “constant maturity” having the particular Designated CMT Maturity Index and for such Reset Determination Date as published in H.15 under the caption “Treasury Constant Maturities”; or
  - (c) if the rate referred to in paragraph (b) does not so appear in H.15 by 4:30 p.m. (New York City time) on the relevant Reset Determination Date, the rate on such Reset Determination Date for the period of the particular Designated CMT Maturity Index as may then be published by either the Board of Governors of the Federal Reserve System or the United States Department of the Treasury that the Calculation Agent determines to be comparable to the rate which would otherwise have been published in H.15; or
  - (d) if the rate referred to in paragraph (c) is not so published, the rate on such Reset Determination Date calculated by the Calculation Agent as a yield to maturity based on the arithmetic mean of the secondary market bid prices at approximately 5:00 p.m. (New York City time) on that Reset Determination Date of three leading primary United States government securities dealers in The City of New York (which may include the agents or their affiliates) (each, a **Reference Dealer**), selected by the Calculation Agent (after consultation with the Issuer) from five Reference Dealers so selected by the Calculation Agent and eliminating the highest quotation, or, in the event of equality, one of the highest, and the lowest quotation or, in the event of equality, one of the lowest, for United States Treasury securities with an original maturity equal to the particular Designated CMT Maturity Index, a remaining term to maturity no more than one year shorter than

that Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in the securities in that market at that time; or

- (e) if fewer than five but more than two of the prices referred to in paragraph (d) are provided as requested, the rate on such Reset Determination Date calculated by the Calculation Agent based on the arithmetic mean of the bid prices obtained and neither the highest nor the lowest of the quotations shall be eliminated; or
  - (f) if fewer than three prices referred to in paragraph (d) are provided as requested, the rate on such Reset Determination Date calculated by the Calculation Agent as a yield to maturity based on the arithmetic mean of the secondary market bid prices as of approximately 5:00 p.m. (New York City time) on that Reset Determination Date of three Reference Dealers selected by the Calculation Agent (after consultation with the Issuer) from five Reference Dealers so selected by the Calculation Agent and eliminating the highest quotation or, in the event of equality, one of the highest and the lowest quotation or, in the event of equality, one of the lowest, for United States Treasury securities with an original maturity greater than the particular Designated CMT Maturity Index, a remaining term to maturity closest to that Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in the securities in that market at that time; or
  - (g) if fewer than five but more than two prices referred to in paragraph (f) are provided as requested, the rate on such Reset Determination Date calculated by the Calculation Agent based on the arithmetic mean of the bid prices obtained and neither the highest nor the lowest of the quotations will be eliminated; or
  - (h) if fewer than three prices referred to in paragraph (f) are provided as requested, the CMT Rate determined as at the previous Reset Determination Date (or, if there is no previous Reset Determination Date, the rate determined by subtracting the First Margin from the Initial Rate of Interest); or
- (ii) if the Reuters Page T7052 is specified in the applicable Final Terms as the Designated CMT Reuters Page:
- (a) the percentage equal to the one-week average yield for United States Treasury securities at “constant maturity” having the Designated CMT Maturity Index specified in the applicable Final Terms as published in H.15 under the caption “Week Ending” and opposite the caption “Treasury Constant Maturities”, as the yield is displayed on Reuters (or any successor service) on page FEDCMT (or any other page as may replace the specified page on that service or any successor service) (**T7052 Page**), for the week preceding the week in which such Reset Determination Date falls; or
  - (b) if the rate referred to in paragraph (a) does not so appear on the T7052 Page, the percentage equal to the one-week average yield for United States Treasury securities at “constant maturity” having the particular Designated CMT Maturity Index and for the week preceding such Reset Determination Date as published in H.15 under the caption “Week Ending” and opposite the caption “Treasury Constant Maturities”; or
  - (c) if the rate referred to in paragraph (b) does not so appear in H.15, the one-week average yield for United States Treasury securities at “constant maturity” having the particular Designated CMT Maturity Index as otherwise announced by the Federal Reserve Bank of New York for the week preceding the week in which such Reset Determination Date falls; or
  - (d) if the rate referred to in paragraph (c) is not so published, the rate on such Reset Determination Date calculated by the Calculation Agent as a yield to maturity based on the arithmetic mean of the secondary market bid prices at approximately 5:00 p.m. (New

York City time) on that Reset Determination Date of three Reference Dealers (as defined above) selected by the Calculation Agent (after consultation with the Issuer) from five Reference Dealers so selected by the Calculation Agent and eliminating the highest quotation, or, in the event of equality, one of the highest, and the lowest quotation or, in the event of equality, one of the lowest, for United States Treasury securities with an original maturity equal to the particular Designated CMT Maturity Index, a remaining term to maturity no more than one year shorter than that Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in the securities in that market at that time; or

- (e) if fewer than five but more than two of the prices referred to in paragraph (d) are provided as requested, the rate on such Reset Determination Date calculated by the Calculation Agent based on the arithmetic mean of the bid prices obtained and neither the highest nor the lowest of the quotations shall be eliminated; or
- (f) if fewer than three prices referred to in paragraph (d) are provided as requested, the rate on such Reset Determination Date calculated by the Calculation Agent as a yield to maturity based on the arithmetic mean of the secondary market bid prices as of approximately 5:00 p.m. (New York City time) on that Reset Determination Date of three Reference Dealers selected by the Calculation Agent (after consultation with the Issuer) from five Reference Dealers so selected by the Calculation Agent and eliminating the highest quotation or, in the event of equality, one of the highest and the lowest quotation or, in the event of equality, one of the lowest, for United States Treasury securities with an original maturity greater than the particular Designated CMT Maturity Index, a remaining term to maturity closest to that Designated CMT Maturity Index and in a principal amount that is representative for a single transaction in the securities in that market at the time; or
- (g) if fewer than five but more than two prices referred to in paragraph (f) are provided as requested, the rate on such Reset Determination Date calculated by the Calculation Agent based on the arithmetic mean of the bid prices obtained and neither the highest or the lowest of the quotations will be eliminated; or
- (h) if fewer than three prices referred to in paragraph (f) are provided as requested, the CMT Rate determined as at the previous Reset Determination Date (or, if there is no previous Reset Determination Date, the rate determined by subtracting the First Margin from the Initial Rate of Interest),

and, in each case, if two United States Treasury securities with an original maturity greater than the Designated CMT Maturity Index specified in the applicable Final Terms have remaining terms to maturity equally close to the particular Designated CMT Maturity Index, the quotes for the United States Treasury security with the shorter original remaining term to maturity will be used;

**Designated CMT Maturity Index** means the original period to maturity of the U.S. Treasury securities (being 1, 2, 3, 5, 7, 10, 20 or 30 years or such other period) specified in the applicable Final Terms with respect to which the CMT Rate will be calculated;

**First Margin** means the margin specified as such in the applicable Final Terms;

**First Reset Date** means the date specified as such in the applicable Final Terms;

**First Reset Period** means the period from (and including) the First Reset Date until (but excluding) the Second Reset Date or, if no such Second Reset Date is specified in the applicable Final Terms, the Maturity Date;

**First Reset Rate of Interest** means, in respect of the First Reset Period and subject (if applicable) to Conditions 4.3(b) and 4.4, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted (if the Reference Rate is either Mid-Swaps or the



Reference Bond Yield), if not already on the same basis, from a basis equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms or the Reference Bond Yield, as the case may be, to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it), of (A) the relevant Reset Reference Rate and (B) the First Margin;

**Fixed Leg Swap Duration** has the meaning specified in the applicable Final Terms;

**Floating Leg Swap Duration** has the meaning specified in the applicable Final Terms;

**H.15** means the daily statistical release designated as H.15, or any successor publication, published by the Board of Governors of the Federal Reserve System at <http://www.federalreserve.gov/releases/H15> or any successor site or publication;

**Initial Rate of Interest** has the meaning specified in the applicable Final Terms;

**Mid-Market Swap Rate** means, subject to Conditions 4.3(b) and (if applicable) 4.4, for any Reset Period the mean of the bid and offered rates for the fixed leg payable with a frequency equivalent to the Fixed Leg Swap Duration (calculated on the basis of the Day Count Fraction as specified in the applicable Final Terms as determined by the Calculation Agent) of a fixed-for-floating interest rate swap transaction in the Specified Currency which transaction (i) has a term equal to the relevant Reset Period and commencing on the relevant Reset Date, (ii) is in an amount that is representative for a single transaction in the relevant market at the relevant time with an acknowledged dealer of good credit in the swap market and (iii) has a floating leg based on the Mid-Swap Floating Leg Benchmark Rate for the Floating Leg Swap Duration (calculated on the day count basis specified for such Mid-Swap Floating Leg Benchmark Rate, as determined by the Calculation Agent);

**Mid-Market Swap Rate Quotation** means a quotation (expressed as a percentage rate per annum) for the relevant Mid-Market Swap Rate;

**Mid-Swap Floating Leg Benchmark Rate** means (subject to Condition 4.4, if applicable) the reference rate specified as such in the applicable Final Terms or, if no such reference rate is so specified:

- (i) if the Specified Currency is euro, the EURIBOR rate for the Floating Leg Swap Duration (calculated on an Actual/360 day count basis);
- (ii) if the Specified Currency is pounds sterling, the overnight SONIA rate compounded for the Floating Leg Swap Duration (calculated on an Actual/365 day count basis);
- (iii) if the Specified Currency is U.S. dollars, the overnight SOFR rate compounded for the Floating Leg Swap Duration (calculated on an Actual/360 day count basis); or
- (iv) if the Specified Currency is a currency other than euro, pounds sterling or U.S. dollars, the reference rate customary for determining the mid-swap floating leg for swaps in the relevant Specified Currency at such time, (calculated on such day count basis as is then customary for floating rate payments in the Specified Currency as determined by the Calculation Agent);

**Mid-Swap Rate** means, in relation to a Reset Determination Date and subject to Conditions 4.3(b) and (if applicable) 4.4, either:

- (i) if “*Single Mid-Swap Rate*” is specified in the applicable Final Terms, the rate for swaps in the Specified Currency:
  - (A) with a term equal to the relevant Reset Period; and
  - (B) commencing on the relevant Reset Date,

which appears on the Relevant Screen Page or such replacement page on that service which displays the information; or

(ii) if “*Mean Mid-Swap Rate*” is specified in the applicable Final Terms, the arithmetic mean (expressed as a percentage rate per annum and rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the bid and offered swap rate quotations for swaps in the Specified Currency:

(A) with a term equal to the relevant Reset Period; and

(B) commencing on the relevant Reset Date,

which appear on the Relevant Screen Page or such replacement page on that service which displays the information,

in either case, as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on such Reset Determination Date, all as determined by the Calculation Agent provided, however, that if there is no such rate appearing on the Relevant Screen Page for a term equal to the relevant Reset Period, then the Mid-Swap Rate shall be determined through the use of straight-line interpolation by reference to two rates, one of which shall be determined in accordance with the above provisions, but as if the relevant Reset Period were the period of time for which rates are available next shorter than the length of the actual Reset Period and the other of which shall be determined in accordance with the above provisions, but as if the relevant Reset Period were the period of time for which rates are available next longer than the length of the actual Reset Period;

**Mid-Swap Reference Banks** means the principal office in the principal financial centre of the Specified Currency of four major banks in the swap, money, securities or other market most closely connected with the relevant Mid-Swap Rate as selected by the Issuer on the advice of an investment bank of international repute or an Independent Adviser;

**Rate of Interest** means the Initial Rate of Interest, the First Reset Rate of Interest or the relevant Subsequent Reset Rate of Interest, as applicable;

**Reference Bond** means for any Reset Period a government security or securities issued by the state responsible for issuing the Specified Currency (which, if the Specified Currency is euro, and unless otherwise specified in the applicable Final Terms, shall be Germany) selected by the Issuer on the advice of an investment bank of international repute or an Independent Adviser as having an actual or interpolated maturity comparable with the relevant Reset Period that would be utilised, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities denominated in the same currency as the Notes and of a comparable maturity to the relevant Reset Period;

**Reference Bond Reset Rate Time** means the time specified in the applicable Final Terms;

**Reference Bond Yield** means the annual yield to maturity or interpolated yield to maturity (on the relevant day count basis) of the relevant Reference Bond, expressed as a percentage, as determined by the Calculation Agent as follows on the basis of the Reference Bond Dealer Quotations provided to the Calculation Agent (upon request by or on behalf of the Issuer) by the Reference Bond Dealers at or around the relevant Reference Bond Reset Rate Time on the relevant Reset Determination Date. If four or more Reference Bond Dealer Quotations are so provided, the Reset Reference Rate shall be the arithmetic average of such Reference Bond Dealer Quotations after excluding the highest (or, in the event of equality, one of the highest) and lowest (or, in the event of equality, one of the lowest) such Reference Bond Dealer Quotations. If only two or three Reference Bond Dealer Quotations are so provided, the Reset Reference Rate shall be the arithmetic average of all such quotations. If only one Reference Bond Dealer Quotation is so provided, the Reset Reference Rate shall be the quotation provided. If no Reference Bond Dealer Quotations are so provided, the Reset Reference Rate will be (i) in the case of each Reset Period other than the First Reset Period, the Reset Reference Rate in respect of the immediately preceding Reset Period or (ii) in the case of the First Reset Period, the “Reference Bond Fallback Rate” set out in the applicable Final Terms;

**Reference Bond Dealer** means each of five banks (selected by the Issuer on the advice of an investment bank of international repute), or their affiliates, which are (A) primary government securities dealers, and their respective successors, or (B) market makers in pricing corporate bond issues;

**Reference Bond Dealer Quotations** means, with respect to each Reference Bond Dealer and the relevant Reset Determination Date, the arithmetic mean average, as determined by the Calculation Agent, of the bid and offered yields to maturity or interpolated yields to maturity (on the relevant day count basis) for the relevant Reference Bond (expressed in each case as a percentage) at or around the Reference Bond Reset Rate Time on the relevant Reset Determination Date quoted in writing to the Calculation Agent by such Reference Bond Dealer;

**Relevant Screen Page** means the screen page specified in the applicable Final Terms (or any successor or replacement screen displaying the relevant information);

**Reset 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 any Business Centre specified in the applicable Final Terms;

**Reset Date** means the First Reset Date, the Second Reset Date and each Subsequent Reset Date (as applicable);

**Reset Determination Date** means, in respect of any Reset Period, the second Reset Business Day prior to the first day of such Reset Period;

**Reset Period** means the First Reset Period or a Subsequent Reset Period, as the case may be;

**Reset Reference Rate** means:

- (i) if “*CMT Rate*” is specified in the applicable Final Terms, the CMT Rate;
- (ii) if “*Mid-Swaps*” is specified in the applicable Final Terms, the Mid-Swap Rate; or
- (iii) if “*Reference Bond*” is specified in the applicable Final Terms, the Reference Bond Yield;

**Second Reset Date** means the date specified as such in the applicable Final Terms;

**Subsequent Margin** means the margin specified as such in the applicable Final Terms;

**Subsequent Reset Date** means the date or dates specified as such in, or determined in accordance with, the applicable Final Terms;

**Subsequent Reset Period** means (i) the period from (and including) the Second Reset Date to (but excluding) the next Reset Date, and (ii) each successive period from (and including) a Reset Date to (but excluding) the next succeeding Reset Date (or, in the case of the final Subsequent Reset Period, the Maturity Date); and

**Subsequent Reset Rate of Interest** means, in respect of any Subsequent Reset Period and subject (if applicable) to Conditions 4.3(b) and 4.4, the rate of interest determined by the Calculation Agent on the relevant Reset Determination Date as the sum, converted (if the Reference Rate is either Mid-Swaps or the Reference Bond Yield), if not already on the same basis, from a basis equivalent to the Fixed Leg Swap Duration specified in the applicable Final Terms or the Reference Bond Yield, as the case may be, to a basis equivalent to the frequency with which scheduled interest payments are payable on the Notes during the relevant Reset Period (such calculation to be determined by the Issuer in conjunction with a leading financial institution selected by it), of (A) the relevant Reset Reference Rate and (B) the relevant Subsequent Margin.

(b) **Fallbacks for Mid-Swap Rate**

If on any Reset Determination Date the Relevant Screen Page is not available or the Mid-Swap Rate does not appear on the Relevant Screen Page, the Calculation Agent shall request each of the Mid-Swap Reference Banks to provide the Calculation Agent with its Mid-Market Swap Rate

Quotation as at approximately 11.00 a.m. in the principal financial centre of the Specified Currency on the Reset Determination Date in question.

If two or more of the Mid-Swap Reference Banks provide the Calculation Agent with Mid-Market Swap Rate Quotations, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) for the relevant Reset Period shall be the sum (converted as set out in the definition of such term above) of the arithmetic mean (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotations and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date only one of the Mid-Swap Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this paragraph, the First Reset Rate of Interest or the Subsequent Reset Rate of Interest (as applicable) shall be the sum (converted as set out in the definition of such term above) of (rounded, if necessary, to the nearest 0.001 per cent. (0.0005 per cent. being rounded upwards)) of the relevant Mid-Market Swap Rate Quotation and the First Margin or Subsequent Margin (as applicable), all as determined by the Calculation Agent.

If on any Reset Determination Date none of the Mid-Swap Reference Banks provides the Calculation Agent with a Mid-Market Swap Rate Quotation as provided in the foregoing provisions of this Condition 4.3(b), the First Reset Rate of Interest or the relevant Subsequent Reset Rate of Interest (as applicable) shall be determined by the Calculation Agent as if, and on the assumption that, the relevant Reset Reference Rate were equal to:

- (i) the Mid-Swap Rate as if determined as at the latest date (the **Latest Publication Date**) on which the relevant swap rate (if “*Single Mid-Swap Rate*” is specified in the applicable Final Terms) or swap rate quotations (if “*Mean Mid-Swap Rate*” is specified in the applicable Final Terms) for a swap in the Specified Currency with a term equal to the relevant Reset Period was/were published on the Relevant Screen Page (deeming such latest rate or rates, as applicable, to apply to a swap commencing on the relevant Reset Date, whether or not this is the case); or
- (ii) if this is more recent than the Latest Publication Date, or if for any reason the relevant Reset Reference Rate cannot otherwise be determined in accordance with paragraph (i) above, the Mid-Swap Rate determined as at the last preceding Reset Date (or, for the purpose of determining the First Reset Rate of Interest on the first Reset Determination Date, the Mid-Swap Fallback Rate specified in the applicable Final Terms).

(c) **Notification of First Reset Rate of Interest, Subsequent Reset Rate of Interest and Interest Amount**

The Calculation Agent will cause the First Reset Rate of Interest, any Subsequent Reset Rate of Interest and, in respect of a Reset Period, the Interest Amount payable on each Interest Payment Date falling in such Reset Period to be notified to the Issuer, the Agent, the Trustee and any competent authority or stock exchange by or on which the relevant Reset Notes are for the time being listed and notice thereof to be published in accordance with Condition 18 as soon as possible after their determination but in no event later than the fourth London Business Day (as defined in Condition 4.2(d)) thereafter.

(d) **Determination or Calculation by an agent appointed by the Trustee**

If for any reason the Calculation Agent defaults in its obligation to determine the Rate of Interest or calculate any Interest Amount in accordance with Condition 4.3(a), the Trustee may (subject to it being indemnified and/or secured and/or prefunded to its satisfaction) appoint an agent to do so and such determination shall be deemed to have been made by the Calculation Agent. In doing so, such agent shall apply the foregoing provisions of this Condition 4.3 with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects

it shall do so in such manner as it shall deem fair and reasonable in all the circumstances. Without prejudice to the provisions of Condition 4.3(e) below, the Trustee shall have no liability to any person in connection with any determination or calculation made by any agent so appointed pursuant to this Condition.

(e) **Certificates to be final**

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 4.3 by the Calculation Agent or any agent appointed by the Trustee shall (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Trustee, the Calculation Agent, the other Paying Agents and all Noteholders and Couponholders and (in the absence as aforesaid) no liability to the Issuer, the Noteholders or the Couponholders shall attach to the Calculation Agent or the Trustee or any agent appointed by the Trustee in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

**4.4 Benchmark Discontinuation**

This Condition 4.4 applies in respect of each issue of Floating Rate Notes and Reset Notes unless “*Benchmark Discontinuation*” is specified in the applicable Final Terms to be ‘Not Applicable’.

If the applicable Final Terms specifies “*Benchmark Replacement*” to be ‘Applicable’, the provisions of Condition 4.4(a) apply, together with the other provisions of this Condition 4.4 (other than Condition 4.4(b)).

If the applicable Final Terms specifies “*Benchmark Transition*” to be ‘Applicable’, the provisions of Condition 4.4(b) apply, together with the other provisions of this Condition 4.4 (other than Condition 4.4(a)).

(a) *Benchmark Replacement*

If the Issuer determines that a Benchmark Event occurs in relation to an Original Reference Rate at any time when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply.

(i) **Independent Adviser**

The Issuer shall use reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 4.4(a)(ii)) and, in either case, the applicable Adjustment Spread (in accordance with Condition 4.4(a)(iii)) and any Benchmark Amendments (in accordance with Condition 4.4(a)(iv)).

If, notwithstanding the Issuer’s reasonable endeavours, the Issuer is unable to appoint and consult with an Independent Adviser in accordance with the foregoing paragraph, the Issuer shall nevertheless be entitled, acting in good faith and in a commercially reasonable manner, to make any and all determinations expressed to be made by the Issuer pursuant to this Condition 4.4(a), notwithstanding that such determinations are not made following consultation with an Independent Adviser. If, however, the Issuer is unable to determine a Successor Rate or an Alternative Rate and (in either case) the applicable Adjustment Spread and any Benchmark Amendments in accordance with this Condition 4.4(a), the provisions of Condition 4.4(g) below shall apply.

(ii) **Successor Rate or Alternative Rate**

If the Issuer, following consultation with such Independent Adviser (if appointed), determines in good faith that:

- (A) there is a Successor Rate, then such Successor Rate shall (as adjusted by the applicable Adjustment Spread determined as provided in Condition 4.4(a)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4); or
- (B) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate shall (as adjusted by the applicable Adjustment Spread determined as provided in Condition 4.4(a)(iii)) subsequently be used in place of the Original Reference Rate to determine the relevant Rate(s) of Interest (or the relevant component part(s) thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 4.4).

(iii) **Adjustment Spread**

If a Successor Rate or Alternative Rate is determined in accordance with the foregoing provisions, the Issuer, following consultation with the Independent Adviser (if appointed), will determine in good faith the Adjustment Spread to be applied to such Successor Rate or Alternative Rate (as the case may be) for each subsequent determination of a relevant Rate of Interest (or a relevant component part thereof) by reference to such Successor Rate or Alternative Rate (as applicable).

(iv) **Benchmark Amendments**

If any Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread is determined in accordance with this Condition 4.4 and the Issuer, following consultation with the Independent Adviser (if appointed), determines in good faith (A) that amendments to the Terms and Conditions of the Notes, the Trust Deed and/or the Agency Agreement (including, without limitation, amendments to the definitions of Day Count Fraction, Business Days, Reset Determination Date, or Relevant Screen Page) are necessary to ensure the proper operation (having regard to prevailing market practice, if any) of such Successor Rate, Alternative Rate and (in either case) the applicable Adjustment Spread (such amendments, the **Benchmark Amendments**) and (B) the terms of the Benchmark Amendments, then (subject to Condition 4.4(f) below) the Issuer shall, subject to giving notice thereof in accordance with Condition 4.4(c), without any requirement for the consent or approval of Noteholders or Couponholders, vary the Terms and Conditions of the Notes, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 4.4(c), the Trustee shall (at the Issuer's expense), without any requirement for the consent or approval of the Noteholders or Couponholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed or agreement supplemental to or amending the Trust Deed and/or the Agency Agreement (as applicable)) and the Trustee shall not be liable to any party for any consequences thereof, provided that the Trustee shall not be obliged so to concur if in the sole opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend rights and/or the protective provisions afforded to the Trustee in the Terms and Conditions of the Notes, the Trust Deed and/or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed and/or agency agreement) in any way.

In connection with any such variation in accordance with this Condition 4.4, the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(v) **Definitions**

As used in this Condition 4.4(a):

**Adjustment Spread** means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread, in either case, which is to be applied to the Successor Rate or the Alternative Rate (as the case may be), being the spread, formula or methodology which:

- (A) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;
- (B) in the case of an Alternative Rate (or in the case of a Successor Rate where (A) above does not apply), the Issuer, following consultation with the Independent Adviser (if appointed) and acting in good faith, determines is in customary market usage (or reflects an industry-accepted rate, formula or methodology) in the international debt capital market for transactions which reference the Original Reference Rate, where such rate has been replaced by the Alternative Rate (or, as the case may be, the Successor Rate); or
- (C) if no such recommendation or option has been made (or made available) under (A) above and if the Issuer, following consultation with the Independent Adviser (if appointed) determines there is no such spread, formula or methodology in customary market usage or which is industry-accepted under (B) above, the Issuer, in its discretion, following consultation with the Independent Adviser (if appointed) and acting in good faith and in a commercially reasonable manner, determines to be appropriate having regard to the objective, so far as is reasonably practicable in the circumstances and solely for the purposes of this paragraph (C), of reducing or eliminating any economic prejudice or benefit (as the case may be) to the Noteholders;

**Alternative Rate** means an alternative benchmark or screen rate which the Issuer, following consultation with the Independent Adviser (if appointed), determines in accordance with this Condition 4.4 has replaced the Original Reference Rate in customary market usage, or is an industry-accepted rate, in the international debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for a commensurate interest period and in the same Specified Currency as the Notes;

**Benchmark Event** means, with respect to an Original Reference Rate, any one or more of the following:

- (A) the Original Reference Rate ceasing to exist or to be published or administered on a permanent or indefinite basis;
- (B) the making of a public statement by the administrator of the Original Reference Rate that it has ceased or will cease to publish the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate);

- (C) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will be permanently or indefinitely discontinued;
- (D) the making of a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate will be prohibited from being used, is no longer (or will no longer be) representative of its underlying market or that its use will be subject to restrictions or adverse consequences, in each case in circumstances where the same shall be applicable to the Notes; or
- (E) it has or will prior to the next Interest Determination Date or Reset Determination Date, as applicable, become unlawful for the Issuer, the Calculation Agent, or any Paying Agent to calculate any payments due to be made to any Noteholder or Couponholder using the Original Reference Rate (including, without limitation, under the Regulation (EU) 2016/1011 as that Regulation applies in the European Union and/or as it applies in the United Kingdom in the form retained as domestic law in the United Kingdom under the European Union (Withdrawal) Act 2018, as amended, if applicable),

provided that in the case of paragraphs (B) to (D) above, the Benchmark Event shall occur on:

- (i) in the case of (B) above, the date of the cessation of the publication of the Original Reference Rate;
- (ii) in the case of (C) above, the discontinuation of the Original Reference Rate; or
- (iii) in the case of (D) above, the date on which the Original Reference Rate is prohibited from use, is deemed no longer to be representative or becomes subject to restrictions or adverse consequences (as applicable),

and not (in any such case) the date of the relevant public statement (unless the date of the relevant public statement coincides with the relevant date in (i), (ii) or (iii) above, as applicable);

**Independent Adviser** means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense and approved in writing by the Trustee;

**Original Reference Rate** means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes (provided that if, following one or more Benchmark Events, such originally specified Reference Rate (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark Event subsequently occurs in respect of such Successor Rate or Alternative Rate, the term “Original Reference Rate” shall be deemed to include any such Successor Rate or Alternative Rate);

**Relevant Nominating Body** means, in respect of a benchmark or screen rate (as applicable):

- (A) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (B) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, (ii) any central bank or other supervisory authority which is



responsible for supervising the administrator of the benchmark or screen rate (as applicable), (iii) a group of the aforementioned central banks or other supervisory authorities or (iv) the Financial Stability Board or any part thereof; and

**Successor Rate** means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

(b) *Benchmark Transition*

If the Issuer determines that a Benchmark Transition Event and its related Benchmark Replacement Date have occurred in relation to an Original Reference Rate at any time when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the following provisions shall apply.

(i) **Independent Adviser**

The Issuer shall use reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining the Benchmark Replacement which will replace such Original Reference Rate for all purposes relating to the Notes in respect of all determinations on such date and for all determinations on all subsequent dates (subject to any subsequent application of this Condition 4.4(b) with respect to such Benchmark Replacement) and any Benchmark Replacement Conforming Changes.

Any Benchmark Replacement so determined by the Issuer shall have effect for any subsequent determination of any relevant Rate of Interest (subject to any further application of this Condition 4.4(b) with respect to such Benchmark Replacement), subject, if any associated Benchmark Replacement Conforming Changes are required in connection therewith, to such Benchmark Replacement Conforming Changes becoming effective in accordance with the following provisions.

If, notwithstanding the Issuer's reasonable endeavours, the Issuer is unable to appoint and consult with an Independent Adviser in accordance with the foregoing paragraph, the Issuer shall nevertheless be entitled, acting in good faith and in a commercially reasonable manner, to make any and all determinations expressed to be made by the Issuer pursuant to this Condition 4.4(b), notwithstanding that such determinations are not made following consultation with an Independent Adviser. If, however, the Issuer is unable to determine a Benchmark Replacement in accordance with this Condition 4.4(b), the provisions of Condition 4.4(g) below shall apply.

(ii) **Benchmark Replacement Conforming Changes**

If the Issuer, following consultation with the Independent Adviser (if appointed), considers it is necessary to make Benchmark Replacement Conforming Changes, the Issuer shall, in consultation with the Independent Adviser (if appointed), determine the terms of such Benchmark Replacement Conforming Changes, and (subject to Condition 4.4(f) below) shall, subject to giving notice in accordance with Condition 4.4(c) below (but without any requirement for the consent or approval of Noteholders), vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Replacement Conforming Changes with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Trustee of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 4.4(c), the Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Noteholders, be obliged to concur with the Issuer in effecting any Benchmark Replacement Conforming Changes (including, *inter alia*, by the execution of a deed or an agreement supplemental to or amending the Trust Deed and/or

the Agency Agreement (as applicable)) and the Trustee shall not be liable to any party for any consequences thereof, provided that the Trustee shall not be obliged so to concur if in the sole opinion of the Trustee doing so would impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities or reduce or amend rights and/or the protective provisions afforded to the Trustee in these Conditions, the Trust Deed or the Agency Agreement (including, for the avoidance of doubt, any supplemental trust deed and/or agency agreement) in any way.

In connection with any such variation in accordance with this Condition 4.4(b), the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

(iii) **Definitions**

As used in this Condition 4.4(b):

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

- (i) the sum of: (a) the alternate rate of interest that has been selected or recommended by the Relevant Governmental Body as the replacement for the Original Reference Rate for the applicable Corresponding Tenor and (b) the Benchmark Replacement Adjustment;
- (ii) the sum of: (a) the ISDA Fallback Rate and (b) the Benchmark Replacement Adjustment;  
or
- (iii) the sum of: (a) the alternate rate of interest that has been selected by the Issuer as the replacement for the Original Reference Rate 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 (b) the Benchmark Replacement Adjustment;

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

- (i) 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;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer 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 any Interest Period, Interest Accrual Period, the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors, and other administrative matters) that the Issuer (in consultation with the Independent Adviser, if appointed) decides may be appropriate to reflect the

adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer (in consultation with the Independent Adviser, if appointed) determines is reasonably necessary);

**Benchmark Replacement Date** means the earliest to occur of the following events with respect to the Original Reference Rate (including the daily published component used in the calculation thereof):

- (i) in the case of clause (i) or (ii) of the definition of “Benchmark Transition Event”, the later of (a) the date of the public statement or publication of information referenced therein and (b) the date on which the administrator of the Original Reference Rate permanently or indefinitely ceases to provide the Original Reference Rate (or such component); or
- (ii) in the case of clause (iii) 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 that gives rise to the Benchmark Replacement Date occurs on the same day as, but earlier than (where the Rate of Interest is to be determined pursuant to Condition 4.2(b)(ii) the Specified Time or (in any other case) the customary or scheduled time for publication of the relevant reference rate in accordance with the then-prevailing operational procedures of the administrator of such reference rate or, as the case may be, of the other relevant information service publishing such reference rate, on, the relevant Interest Determination Date, the Benchmark Replacement Date will be deemed to have occurred prior to such time for such determination;

**Benchmark Transition Event** means the occurrence of one or more of the following events with respect to the Original Reference Rate (including the daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Original Reference Rate (or such component) announcing that such administrator has ceased or will cease to provide the Original Reference Rate (or such component), permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Original Reference Rate (or such component); or
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Original Reference Rate (or such component), the central bank for the currency of the Original Reference Rate (or such component), an insolvency official with jurisdiction over the administrator for the Original Reference Rate (or such component), a resolution authority with jurisdiction over the administrator for the Original Reference Rate (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Original Reference Rate, which states that the administrator of the Original Reference Rate (or such component) has ceased or will cease to provide the Original Reference Rate (or such component) permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide the Original Reference Rate (or such component); or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Original Reference Rate announcing that the Original Reference Rate is no longer representative;

**Corresponding Tenor** means, with respect to a Benchmark Replacement, a tenor (including overnight) having approximately the same length (disregarding business day adjustment) as the applicable tenor for the Original Reference Rate;

**Independent Adviser** means an independent financial institution of international repute or an independent adviser of recognised standing with appropriate expertise appointed by the Issuer at its own expense and approved in writing by the Trustee;

**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 Original Reference Rate;

**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 Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

**Original Reference Rate** means the benchmark or screen rate (as applicable) originally specified for the purpose of determining the relevant Rate of Interest (or any relevant component part(s) thereof) on the Notes (provided that if, following one or more Benchmark Transition Events, such originally specified benchmark or screen rate (or any benchmark used in any Benchmark Replacement which has replaced it (the **Replacement Benchmark**)) has been replaced by a (or a further) Replacement Benchmark and a Benchmark Transition Event subsequently occurs in respect of such Replacement Benchmark, the term “Original Reference Rate” shall be deemed to include any such Replacement Benchmark);

**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; and

**Unadjusted Benchmark Replacement** means the Benchmark Replacement excluding the Benchmark Replacement Adjustment.

(c) *Notices, etc.*

The Issuer shall notify the Trustee, the Agent, the Calculation Agent (if different from the Agent), the Paying Agents and, in accordance with Condition 18, the Noteholders, promptly of any Successor Rate, Alternative Rate, Adjustment Spread and/or Benchmark Replacement, and the specific terms of any Benchmark Amendments or Benchmark Replacement Conforming Changes (as applicable), determined under this Condition 4.4. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments or Benchmark Replacement Conforming Changes (as applicable), if any.

No later than notifying the Trustee of the same, the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories:

- (i) confirming (x) that a Benchmark Event or a Benchmark Transition Event (as applicable) has occurred, (y) the Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread or, as the case may be, the Benchmark Replacement and (z) the specific terms of the Benchmark Amendments or Benchmark Replacement Conforming Changes (if any), as applicable, in each case as determined in accordance with the provisions of this Condition 4.4;

- (ii) certifying that the Benchmark Amendments or Benchmark Replacement Conforming Changes (as applicable) are necessary to ensure the proper operation of (as applicable) (A) such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread or (B) such Benchmark Replacement; and
- (iii) certifying that (i) the Issuer has duly consulted with an Independent Adviser with respect to each of the matters above or, if that is not the case, (ii) explaining, in reasonable detail, why the Issuer has not done so.

The Trustee shall be entitled to rely on such certificate (without inquiry and without liability to any person) as sufficient evidence thereof. The Successor Rate, Alternative Rate, Benchmark Replacement, Adjustment Spread, Benchmark Amendments and/or Benchmark Replacement Conforming Changes (if any), as applicable, specified in such certificate will (in the absence of manifest error in the determination thereof and without prejudice to the Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Trustee, the Agent, the Calculation Agent, the Paying Agents and the Noteholders and Couponholders.

(d) *Survival of Original Reference Rate*

Without prejudice to the Issuer's obligations under the provisions of this Condition 4.4, the Original Reference Rate and the fallback provisions provided for in Conditions 4.2 and 4.3, as applicable, will continue to apply unless and until the Calculation Agent has been notified, in accordance with Condition 4.4(c), of (as the case may be):

- (i) the Successor Rate or the Alternative Rate (as the case may be), and (in either case) the Adjustment Spread and Benchmark Amendments (if any) determined in accordance with Condition 4.4(a); or
- (ii) the Benchmark Replacement and Benchmark Replacement Conforming Changes (if any) determined in accordance with Condition 4.4(b).

(e) *Restriction on Independent Adviser and Issuer liability*

An Independent Adviser appointed pursuant to this Condition 4.4 shall act in good faith.

In the absence of bad faith or fraud, neither the Issuer nor any Independent Adviser shall have any liability whatsoever to the Trustee, the Paying Agents, the Agent, the Calculation Agent or the Noteholders or Couponholders for any determination made by the Issuer or the Independent Adviser or (in the case of the Independent Adviser) for any advice given to the Issuer in connection with any determination made by the Issuer pursuant to this Condition 4.4.

(f) **Regulatory Capital/ Eligible Liabilities**

Notwithstanding any other provision of this Condition 4.4, the Issuer shall not be required to adopt any Successor Rate, Alternative Rate, Adjustment Spread or Benchmark Replacement, nor to effect any Benchmark Amendments or Benchmark Replacement Conforming Changes, if and to the extent that, in the determination of the Issuer, the same could reasonably be expected either:

- (i) to prejudice the qualification of the Notes as Tier 2 Capital and/or as eligible liabilities or loss absorbing capacity instruments for the purposes of any Loss Absorption Regulations; or

- (ii) (if this Note is a Senior Non-Preferred Note only) to result in the relevant Supervisory Authority treating the relevant Interest Payment Date or the Reset Date, as the case may be, as the effective maturity date of the Notes, rather than the relevant Maturity Date specified in the applicable Final Terms.

In such event, the Issuer shall be entitled to apply the provisions of this Condition 4.4 with such further adjustments as it considers necessary to avoid the consequences described under (i) and/or (ii) above, *provided that* the Issuer, acting in good faith and in a commercial reasonable manner, has determined that so doing shall not be materially less favourable to Noteholders than failing to apply the provisions of this Condition 4.4 at all.

(g) **Fallbacks**

If, following the occurrence of:

- (i) a Benchmark Event; or
- (ii) a Benchmark Transition Event (and its related Benchmark Replacement Date),

in respect of the Original Reference Rate, on the immediately following Interest Determination Date or Reset Determination Date (as applicable):

- (A) (in the case of (i) above) no Successor Rate or Alternative Rate (as applicable) is determined pursuant to Condition 4.4(a) or (as the case may be) a Successor Rate or Alternative Rate (as applicable) is determined, but no Adjustment Spread is determined pursuant to Condition 4.4(a); or
- (B) (in the case of (ii) above) no Benchmark Replacement is determined in accordance with Condition 4.4(b),

then the original benchmark or screen rate (as applicable) will continue to apply for the purposes of determining such Rate of Interest on such Interest Determination Date or Reset Determination Date (as the case may be), with the effect that the fallback provisions provided in Condition 4.2(b) and Condition 4.3(b), as applicable, will continue to apply to such determination.

In such circumstances, the Issuer will be entitled (but not obliged), at any time thereafter, to elect to re-apply the provisions of this Condition 4.4, *mutatis mutandis*, on one or more occasions until:

- (x) (in the case of (i) above) a Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread and any Benchmark Amendments; or
- (y) (in the case of (ii) above) the Benchmark Replacement and any Benchmark Replacement Conforming Changes,

have been determined and notified in accordance with this Condition 4.4 (and, until such determination and notification (if any), the fallback provisions provided in Condition 4.2(b) and Condition 4.3(b), as applicable, will continue to apply).

*The Issuer's intention is that, in circumstances where the Issuer has been unable to determine (as applicable) (i) a Successor Rate or Alternative Rate (as applicable) and (in either case) the Adjustment Spread or (ii) the Benchmark Replacement pursuant this Condition 4.4, it will elect to re-apply such provisions if and when, in its sole determination, there have been such subsequent developments (whether in applicable law, market practice or otherwise) as would enable the Issuer*

*successfully to apply such provisions and determine (as applicable) (a) a Successor Rate or Alternative Rate (as applicable) and (in either case) the applicable Adjustment Spread and the applicable Benchmark Amendments (if any) or (b) the Benchmark Replacement and the applicable Benchmark Replacement Conforming Changes (if any).*

**(h) Preparation in anticipation of a Benchmark Event or a Benchmark Transition Event**

If the Issuer anticipates that a Benchmark Event or a Benchmark Transition Event, as applicable, will or may occur, nothing in these Conditions shall prevent the Issuer (in its sole discretion) from taking, prior to the occurrence of such Benchmark Event or a Benchmark Transition Event, such actions as it considers expedient in order to prepare for applying the provisions of this Condition 4.4 (including, without limitation, appointing and consulting with an Independent Adviser, and seeking to identify any Successor Rate, Alternative Rate, Adjustment Spread, Benchmark Amendments, Benchmark Replacement and/or Benchmark Replacement Conforming Changes, as applicable), provided that no Successor Rate, Alternative Rate, Adjustment Spread, Benchmark Amendments, Benchmark Replacement and/or Benchmark Replacement Conforming Changes will take effect until the relevant Benchmark Event, or the relevant Benchmark Transition Event and its related Benchmark Replacement Date, as applicable, has occurred.

**4.5 Interest Accrual**

Interest (if any) will cease to accrue on each Note on, but excluding, the due date for redemption thereof unless payment of principal is improperly withheld or refused in which event interest will continue to accrue as provided in the Trust Deed.

**4.6 Day Count Fractions**

In this Condition 4:

**Day Count Fraction** means, in respect of the calculation of an amount for any period of time in accordance with the applicable Final Terms for any Fixed Rate Note, Reset Note, or Floating Rate Note, as applicable:

- (A) if **Actual/Actual (ICMA)** is specified in the applicable Final Terms:
- (i) in the case of Notes where the number of days in the relevant period from (and including) the most recent Fixed Interest Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date (the Accrual Period) is equal to or shorter than the Determination Period during which the Accrual Period ends, the number of days in such Accrual Period divided by the product of (A) the number of days in such Determination Period and (B) the number of Determination Dates that would occur in one calendar year; or
  - (ii) in the case of Notes where the Accrual Period is longer than the Determination Period commencing on the last Fixed Interest Date on which interest was paid (or, if none, the Interest Commencement Date), the sum of:
    - I. the number of days in such Accrual Period falling in the Determination Period in which the Accrual Period begins divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates that would occur in one calendar year; and

II. the number of days in such Accrual Period falling in the next Determination Period divided by the product of (I) the number of days in such Determination Period and (II) the number of Determination Dates that would occur in one calendar year;

- (B) if **Actual/Actual (ISDA)** or **Actual/Actual** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 (or, if any portion of the Interest Period falls in a leap year, the sum of (I) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 and (II) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365);
- (C) if **Actual/365 (Fixed)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365;
- (D) if **Actual/365 (Sterling)** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 365 or, in the case of an Interest Payment Date falling in a leap year, 366;
- (E) if **Actual/360** is specified in the applicable Final Terms, the actual number of days in the Interest Period divided by 360;
- (F) if **30/360, 360/360** or **Bond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D1” is the first calendar day, expressed as a number, of the Interest Period, unless such number is 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31 and D<sub>1</sub> is greater than 29, in which case D<sub>2</sub> will be 30;

- (G) if **30E/360** or **Eurobond Basis** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;



“Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D1” is the first calendar day, expressed as a number, of the Interest Period, unless such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless such number would be 31, in which case D2 will be 30; and

- (H) if **30E/360 (ISDA)** is specified in the applicable Final Terms, the number of days in the Interest Period divided by 360, calculated on a formula basis as follows:

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

where:

“Y1” is the year, expressed as a number, in which the first day of the Interest Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Interest Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day of the Interest Period falls;

“D1” is the first calendar day, expressed as a number, of the Interest Period, unless (i) that day is the last day of February or (ii) such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Interest Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number would be 31, in which case D2 will be 30.

and if no Day Count Fraction for Fixed Rate Notes or Reset Notes is specified in the applicable Final Terms then the Day Count Fraction for such Notes shall be **Actual/Actual (ICMA)** for Notes other than those denominated or payable in U.S. Dollars and **30/360** for Notes denominated or payable in U.S. Dollars;

**Determination Period** means the period from (and including) a Determination Date to (but excluding) the next Determination Date; and

**sub-unit** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

## 5. Redemption, Purchase, Substitution and Variation

### 5.1 Final redemption

Unless previously redeemed or purchased and cancelled as provided below, each Note will be redeemed at its Final Redemption Amount specified in the applicable Final Terms in the relevant Specified Currency on the Maturity Date specified in the applicable Final Terms.

### 5.2 Redemption for taxation reasons

If the Issuer at any time satisfies the Trustee immediately prior to the giving of the notice referred to below that:

- (a) (if this Note is a Senior Preferred Note or a Deposit Note) on the date of the next payment due in respect of the Notes, the Issuer would be required (i) to pay additional amounts as provided under Condition 9 or (ii) to account to any taxing authority in the United Kingdom for any amount (other than any tax withheld or deducted from interest payable on the Notes) calculated by reference to any amount payable in respect of the Notes; or
- (b) (if this Note is a Subordinated Note or a Senior Non-Preferred Note) a Tax Event has occurred,

and, in any such case, the Issuer cannot avoid the foregoing by taking reasonable measures available to it, then the Issuer may in its sole discretion (subject, if this Note is a Subordinated Note, to compliance with Condition 5.11 or, if this Note is a Senior Non-Preferred Note, to compliance with Condition 5.12), having given not less than 15 nor more than 30 days' notice to the Trustee, the Agent and, in accordance with Condition 18, the Noteholders (which notice shall be irrevocable), redeem at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note) all, but not some only, of the Notes at their Early Redemption Amount referred to in Condition 5.8 below, together, if applicable, with interest accrued to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall be bound to redeem the Notes accordingly.

Prior to the publication of any notice of early redemption pursuant to this Condition 5.2, the Issuer shall deliver to the Trustee a certificate signed by any two authorised signatories of the Issuer stating that the relevant requirement or circumstance giving rise to the right to redeem has been satisfied. The Trustee shall be entitled, without liability to any person, to accept and rely on such certificate without any further inquiry as sufficient evidence of the satisfaction of the relevant requirement or circumstance, in which event it shall be conclusive and binding on the Trustee and the Noteholders and Couponholders.

A **Tax Event** will be deemed to have occurred if, as a result of a Tax Law Change:

- (i) in making any payments on the Notes, the Issuer has paid or will or would on the next payment date be required to pay additional amounts as provided under Condition 9;
- (ii) the Issuer is no longer, or will no longer be, entitled to claim a deduction in respect of any payments in respect of the Notes in computing its taxation liabilities or the amount of such deduction is or will be reduced;
- (iii) the Notes are or will be prevented from being treated as loan relationships for United Kingdom tax purposes; or
- (iv) the Issuer is not, or will not be, able to have losses or deductions set against any profits or gains, or profits or gains offset by any losses or deductions, of companies with which it is or would otherwise be so grouped for applicable United Kingdom tax purposes (whether under the group relief system

current as at the Issue Date of the latest Tranche of the Notes or any similar system or systems having like effect as may from time to time exist).

As used herein, **Tax Law Change** means any change in, or amendment to, the laws or regulations of the United Kingdom (including any treaty to which it is a party) or any political subdivision or any authority thereof or therein having power to tax, or any change in the official interpretation thereof by the relevant tax authority or in the application of such laws or regulations by a decision of any court or tribunal that provides for a position with respect to such laws or regulations that differs from the previously generally accepted position in relation to similar transactions or any pronouncement of a tax authority in the United Kingdom, which change or amendment becomes effective or, in the case of a change in law, if such change is enacted by a United Kingdom Act of Parliament or by Statutory Instrument, on or after the Issue Date of the latest Tranche of the Notes.

### **5.3 Redemption following a Regulatory Event**

This Condition 5.3 applies only if this Note is a Subordinated Note.

If a Regulatory Event has occurred, then the Issuer may in its sole discretion, subject to compliance with Condition 5.11, and having given not less than 15 nor more than 30 days' notice to the Trustee, the Agent and, in accordance with Condition 18, the Noteholders (which notice shall be irrevocable), redeem at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating Rate Note) all, but not some only, of the Notes at their Early Redemption Amount referred to in Condition 5.8 below, together, if applicable, with interest accrued to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall be bound to redeem the Notes accordingly.

Prior to the publication of any notice of early redemption pursuant to this Condition 5.3, the Issuer shall deliver to the Trustee a certificate signed by any two authorised signatories of the Issuer confirming that a Regulatory Event has occurred. The Trustee shall be entitled, without liability to any person, to accept and rely on such certificate without any further inquiry as sufficient evidence of the satisfaction of such occurrence, in which event it shall be conclusive and binding on the Trustee and the Noteholders and Couponholders.

A **Regulatory Event** is deemed to have occurred in respect of the Notes if there is a change (which has occurred or which the relevant Supervisory Authority considers to be sufficiently certain) in the regulatory classification of the Notes which becomes effective after the Issue Date of the latest Tranche of the Notes and that results, or would be likely to result, in:

- (i) if "*Regulatory Event (Subordinated Notes only): Full Exclusion*" is specified in the applicable Final Terms, the entire principal amount of the Notes being excluded from the Tier 2 Capital of the Issuer (whether on an individual or consolidated basis); or
- (ii) if "*Regulatory Event (Subordinated Notes only): Full or Partial Exclusion*" is specified in the applicable Final Terms, the entire principal amount of the Notes or any part thereof being excluded from the Tier 2 Capital of the Issuer (whether on an individual or consolidated basis).

### **5.4 Redemption following a Loss Absorption Disqualification Event**

This Condition 5.4 applies if this Note is a Senior Non-Preferred Note, unless "*Senior Non-Preferred Notes: Loss Absorption Disqualification Event Redemption*" is expressly specified to be "Not Applicable" in the applicable Final Terms.

If a Loss Absorption Disqualification Event has occurred, then the Issuer may in its sole discretion, subject to compliance with Condition 5.12, and having given not less than 15 nor more than 30 days' notice to the Trustee, the Agent and, in accordance with Condition 18, the Noteholders (which notice shall be irrevocable), redeem at any time (if this Note is not a Floating Rate Note) or on any Interest Payment Date (if this Note is a Floating

Rate Note) all, but not some only, of the Notes at their Early Redemption Amount referred to in Condition 5.8 below, together, if applicable, with interest accrued to (but excluding) the date fixed for redemption. Upon the expiry of such notice, the Issuer shall be bound to redeem the Notes accordingly.

Prior to the publication of any notice of early redemption pursuant to this Condition 5.4, the Issuer shall deliver to the Trustee a certificate signed by any two authorised signatories of the Issuer confirming that a Loss Absorption Disqualification Event has occurred. The Trustee shall be entitled, without liability to any person, to accept and rely on such certificate without any further inquiry as sufficient evidence of the satisfaction of such occurrence, in which event it shall be conclusive and binding on the Trustee and the Noteholders and Couponholders.

A **Loss Absorption Disqualification Event** shall be deemed to have occurred in respect of the Notes if, as a result of any amendment to, or change in, any Loss Absorption Regulations, or any change in the application or official interpretation of any Loss Absorption Regulations, in any such case becoming effective after the Issue Date of the latest Tranche of the Notes, either:

- (i) if “*Loss Absorption Disqualification Event: Full Exclusion*” is specified in the applicable Final Terms, the entire principal amount of the Notes; or
- (ii) if “*Loss Absorption Disqualification Event: Full or Partial Exclusion*” is specified in the applicable Final Terms, the entire principal amount of the Notes or any part thereof,

is or (in the opinion of the Issuer or the relevant Supervisory Authority) is likely to be excluded from the Issuer’s minimum requirements (whether on an individual or consolidated basis) for (A) own funds and eligible liabilities and/or (B) loss absorbing capacity instruments, in each case as such minimum requirements are applicable to the Issuer (whether on an individual or consolidated basis) and determined in accordance with, and pursuant to, the relevant Loss Absorption Regulations; provided that a Loss Absorption Disqualification Event shall not occur where the exclusion of the Notes from the relevant minimum requirement(s) is due to the remaining maturity of the Notes being less than any period prescribed by any applicable eligibility criteria for such minimum requirements under the relevant Loss Absorption Regulations effective with respect to the Issuer on the Issue Date of the latest Tranche of the Notes.

As used herein, **Loss Absorption Regulations** means, at any time, the laws, regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments of the United Kingdom (including, without limitation, any provision of the Insolvency Act or any other Ranking Legislation which relates to the requisite features of Secondary Non-Preferential Debts), any relevant Supervisory Authority then in effect in the United Kingdom and applicable to the Issuer (whether on an individual or consolidated basis) including, without limitation to the generality of the foregoing, any regulations, requirements, guidelines, rules, standards and policies relating to minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments adopted by any relevant Supervisory Authority from time to time (whether such regulations, requirements, guidelines, rules, standards or policies are applied generally or specifically to the Issuer).

## **5.5 Redemption at the option of the Issuer**

If so specified in the applicable Final Terms, the Issuer may in its sole discretion (subject, if this Note is a Subordinated Note, to compliance with Condition 5.11 or, if this Note is a Senior Non-Preferred Note, to compliance with Condition 5.12) having given not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms to the Noteholders in accordance with Condition 18 (which notice shall be irrevocable), redeem all or some only (as specified in the applicable Final Terms) of the Notes then outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) as specified in the applicable Final Terms, together, if applicable, with interest accrued to (but excluding) the

relevant Optional Redemption Date. Upon expiry of such notice the Issuer shall be bound to redeem the Notes accordingly.

In the event of a redemption of some only of the Notes, such redemption must be for an amount being the Minimum Redemption Amount or a Higher Redemption Amount. In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by definitive Notes, and in accordance with the rules of Euroclear and/or Clearstream, Luxembourg (to be reflected in the records of Euroclear and Clearstream, Luxembourg as either a pool factor or a reduction in nominal amount, at their discretion), in the case of Redeemed Notes represented by a Global Note, not more than 35 days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**). In the case of Redeemed Notes represented by definitive Notes, a list of such Redeemed Notes will be published in accordance with Condition 18 not less than the minimum period specified in the applicable Final Terms prior to the date fixed for redemption. No exchange of the relevant Global Note will be permitted during the period from (and including) the Selection Date to (and including) the date fixed for redemption pursuant to this Condition 5.5 and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 18 at least 15 days prior to the Selection Date.

## **5.6 Redemption at the option of the Noteholders**

This Condition 5.6 does not apply if this Note is a Subordinated Note.

If and to the extent specified in the applicable Final Terms, upon the holder of this Note giving to the Issuer, in accordance with Condition 18, not less than the minimum period nor more than the maximum period of notice specified in the applicable Final Terms (which notice shall be irrevocable), the Issuer will, upon the expiry of such notice, redeem in whole (but not in part) such Note on the relevant Optional Redemption Date and at the relevant Optional Redemption Amount as specified in the applicable Final Terms, together, if applicable, with interest accrued to (but excluding) the relevant Optional Redemption Date.

If this Note is in definitive form, to exercise the right to require redemption of this Note the holder of this Note must deliver such Note, on any Business Day (as defined in Condition 4.2(a)) falling within the notice period at the specified office of any Paying Agent, accompanied by a duly signed and completed notice of exercise in the form (for the time being current) obtainable from any specified office of any Paying Agent (a Put Notice) and in which the holder must specify a bank account (or, if payment is by cheque, an address) to which payment is to be made under this Condition.

## **5.7 Late Payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 5.1, 5.2, 5.3, 5.4, 5.5 or 5.6 above or upon its becoming due and repayable as provided in Condition 10 or Condition 11 (as applicable) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 5.8 below as though the references therein to the date fixed for redemption or the date upon which such Zero Coupon Note becomes due and repayable were replaced by references to the date which is the earlier of:

- (a) the date on which all amounts due in respect of the Zero Coupon Note have been paid; and
- (b) the date on which the full amount of the moneys payable has been received by the Agent or the Trustee and notice to that effect has been given to the Noteholders either in accordance with Condition 18 or individually.

## 5.8 Early Redemption Amounts

For the purposes of Conditions 5.2, 5.3 and 5.4 above and Condition 10 (if this Note is a Senior Preferred Note or a Deposit Note) or Condition 11 (if this Note is a Senior Non-Preferred Note or a Subordinated Note), each Note will be redeemed at an amount (the **Early Redemption Amount**) calculated as follows:

- (a) (in the case of Notes other than Zero Coupon Notes) at the amount specified in the applicable Final Terms, or, if no such amount is so set out:
  - (i) in the case of Fixed Rate Notes or Reset Notes, at an amount determined by the Calculation Agent (in its absolute discretion) whereby such amount payable by the Issuer in respect of principal and interest (if any) accrued to (but excluding) the date of such early redemption of each Note shall, taking into account any accrued interest payable on such early redemption, have the effect of preserving for the holder of that Note the economic equivalent of the obligations of the Issuer to pay (A) the Final Redemption Amount specified in the applicable Final Terms which would, but for such early redemption, have been payable on the Maturity Date and (B) the interest (if any) in respect of that Note on such date(s) and in such amount(s) determined in accordance with Condition 4 above and specified in the applicable Final Terms which would, but for such redemption, have been payable up to (and including) the Maturity Date; or
  - (ii) in the case of Floating Rate Notes, at an amount equal to the nominal amount of each Note; or
- (b) in the case of Zero Coupon Notes, at its Early Redemption Amount, equal to the sum of:
  - (i) the Reference Price; and
  - (ii) the product of the Accrual Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date of the first Tranche of the Notes to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable as is provided in the applicable Final Terms.

Where such calculation is to be made for a period which is not a whole number of years, it shall be made (i) in the case of a Zero Coupon Note other than a Zero Coupon Note payable in euro, on the basis of a 360 day year consisting of 12 months of 30 days each or (ii) in the case of a Zero Coupon Note payable in euro, on the basis of the actual number of days elapsed divided by 365 (or, if any of the days elapsed falls in a leap year, the sum of (A) the number of those days falling in a leap year divided by 366 and (B) the number of those days falling in a non-leap year divided by 365).

## **5.9 Purchases**

The Issuer or any of its Subsidiaries (as defined in the Trust Deed) may (subject, if this Note is a Subordinated Note, to compliance with Condition 5.11 and prevailing Regulatory Capital Requirements or, if this Note is a Senior Non-Preferred Note, to compliance with Condition 5.12 and prevailing Loss Absorption Regulations) at any time purchase or otherwise acquire Notes (provided that, in the case of definitive Notes, all unmatured Coupons appertaining thereto are attached thereto or surrendered therewith) in any manner and at any price. Notes purchased by the Issuer or any of its Subsidiaries may, at the option of the Issuer or such Subsidiary, be held, reissued, resold or surrendered for cancellation.

## **5.10 Cancellation**

All Notes which are (a) redeemed in full or (b) purchased by or on behalf of the Issuer or any Subsidiary of the Issuer and surrendered for cancellation, will forthwith be cancelled (together with, in the case of definitive Notes, all unmatured Coupons attached thereto or surrendered therewith) and such Notes may not be reissued or resold.

## **5.11 Preconditions to Redemption and Purchase of Subordinated Notes**

This Condition 5.11 applies only if this Note is a Subordinated Note.

Any redemption or purchase of the Notes in accordance with Conditions 5.2, 5.3, 5.5 or 5.9 is subject to:

- (a) the Issuer having obtained Relevant Supervisory Consent therefor;
- (b) the Issuer having demonstrated to the satisfaction of the relevant Supervisory Authority that either: (A) the Issuer has (or before or at the same time as the relevant redemption or purchase will have) replaced the Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or (B) the own funds and eligible liabilities of the Issuer would, following such redemption or purchase, exceed its minimum requirements (including any buffer requirements) by a margin that the relevant Supervisory Authority considers necessary at such time; and
- (c) in the case of any redemption or purchase prior to the fifth anniversary of the Issue Date of the latest Tranche of the Notes:
  - (A) in the case of redemption upon a Tax Event, the Issuer having demonstrated to the satisfaction of the relevant Supervisory Authority that the change in tax treatment is material and was not reasonably foreseeable as at the Issue Date of such latest Tranche;
  - (B) in the case of redemption upon the occurrence of a Regulatory Event, the Issuer having demonstrated to the satisfaction of the relevant Supervisory Authority that the relevant change in the regulatory classification of the Notes is sufficiently certain and was not reasonably foreseeable as at the Issue Date of such latest Tranche;
  - (C) in the case of a purchase pursuant to Condition 5.9, the Issuer having demonstrated to the satisfaction of the relevant Supervisory Authority that the Issuer has (or before or at the same time as the relevant purchase will have) replaced the Notes with own funds instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer, and the relevant Supervisory Authority having permitted such action on the basis of the determination that it would be beneficial from a prudential point of view and justified by exceptional circumstances; or

- (D) the Notes being purchased for market-making purposes in accordance with the prevailing Regulatory Capital Requirements.

Notwithstanding the foregoing, if, at the time of any redemption or purchase, the prevailing Regulatory Capital Requirements permit a repayment or purchase only after compliance with one or more additional or alternative preconditions to those set out above in this Condition 5.11, the Issuer shall comply (in addition or in the alternative, as the case may be) with such additional and/or alternative precondition(s).

In these Terms and Conditions, **Relevant Supervisory Consent** means, in relation to any action, such permission or waiver of the relevant Supervisory Authority as is then required for such action under prevailing Regulatory Capital Requirements and/or Loss Absorption Regulations, as the case may be.

#### **5.12 Preconditions to Redemption, Purchase, Substitution or Variation of Senior Non-Preferred Notes**

This Condition 5.12 applies only if this Note is a Senior Non-Preferred Note.

Any redemption, purchase, substitution or variation of the Notes in accordance with Conditions 5.2, 5.4, 5.5, 5.6, 5.9 or 5.13 is subject to:

- (a) the Issuer having obtained Relevant Supervisory Consent therefor; and
- (b) compliance with any other pre-conditions to, or requirements applicable to, such redemption, purchase, substitution or variation as may be required by the relevant Supervisory Authority or the Loss Absorption Regulations at such time, including, in the case of a redemption or purchase and to the extent then so required, the Issuer having demonstrated to the satisfaction of the relevant Supervisory Authority that:
  - (A) it has (or before or at the same time as the relevant redemption or purchase will have) replaced the Notes with own funds or eligible liabilities instruments of equal or higher quality at terms that are sustainable for the income capacity of the Issuer; or
  - (B) the own funds and eligible liabilities of the Issuer would, following such redemption or purchase, exceed its minimum requirements for own funds and eligible liabilities by a margin that the relevant Supervisory Authority considers necessary at such time; or
  - (C) the partial or full replacement of the Notes with own funds instruments is necessary to ensure compliance with the own funds requirements laid down in the prevailing Regulatory Capital Requirements for continuing authorisation.

#### **5.13 Substitution and Variation of Senior Non-Preferred Notes**

This Condition 5.13 applies to this Note if it is a Senior Non-Preferred Note unless “*Senior Non-Preferred Notes: Substitution and Variation*” is expressly specified to be “Not Applicable” in the applicable Final Terms.

Upon the occurrence of a Loss Absorption Disqualification Event in respect of the Notes, the Issuer (in its sole discretion but subject to Condition 5.12), having given notice of not more than 30 days nor less than 15 days prior to the date of substitution or variation (as the case may be) to the Trustee and, in accordance with Condition 18, the Noteholders (which notice shall be irrevocable and shall specify the date fixed for substitution or variation, as applicable) may, without any requirement for the consent or approval of the Noteholders or Couponholders, either substitute all (but not some only) of the Notes for, or vary the terms of the Notes so that they remain or, as appropriate, become, Loss Absorption Compliant Notes. Upon the expiry of the notice



referred to above, the Issuer shall either substitute or, as the case may be, vary the terms of the Notes and, subject as set out below, the Trustee shall agree to such substitution or variation.

In connection with any substitution or variation in accordance with this Condition 5.13, the Issuer shall comply with the rules of any stock exchange on which the Notes are for the time being listed or admitted to trading.

Any substitution or variation in accordance with this provision is subject to the following conditions:

- (a) the Issuer complying with Condition 5.12;
- (b) such substitution or variation not resulting in any event or circumstance which at or around that time gives the Issuer a redemption right in respect of the resulting Loss Absorption Compliant Notes; and
- (c) prior to the publication of any notice of substitution or variation, the Issuer having delivered to the Trustee a certificate signed by two authorised signatories of the Issuer stating that the Loss Absorption Disqualification Event giving rise to the right to substitute or vary the Notes has occurred as at the date of the certificate and that the conditions set out in (a) and (b) immediately above have been satisfied, and the Trustee shall be entitled to accept and rely on such certificate without liability to any person and without any further inquiry as sufficient evidence thereof, in which event it shall be conclusive and binding on the Trustee and all Noteholders and Couponholders.

The Trustee shall, subject to the Issuer's compliance with the foregoing conditions and the provision of the certificate signed by two authorised signatories of the Issuer as referred to in the definition of Loss Absorption Compliant Notes, and at the expense and cost of the Issuer, use reasonable endeavours to assist the Issuer in any substitution or variation of the Notes in accordance with this provision, except that the Trustee shall not be obliged to assist in any such substitution or variation if either such substitution or variation itself or the terms of the proposed Loss Absorption Compliant Notes would, in the Trustee's opinion, impose more onerous obligations upon it or expose the Trustee to any additional duties, responsibilities or liabilities in any material respect or reduce or amend the protective provisions afforded to the Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any material respect.

In connection with any such substitution or variation, the Trustee may rely without liability to any Noteholders or Couponholders on a report, confirmation, certificate or any advice of any accountants, financial advisers, financial institutions or any other experts, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Trustee may accept and shall be entitled to rely on any such report, confirmation, certificate or advice and such report, confirmation, certificate or advice shall be binding on the Issuer, the Trustee and the Noteholders and Couponholders.

In these Terms and Conditions:

**EEA regulated market** means a market as defined by Article 4.1(21) of Directive 2014/65/EU of the European Parliament and of the Council on markets in financial instruments, as amended;

**Loss Absorption Compliant Notes** means securities that comply with the following (which compliance has been certified to the Trustee in a certificate signed by two authorised signatories of the Issuer and delivered to the Trustee prior to the relevant substitution or variation):

- (a) such securities are issued by the Issuer or any wholly-owned direct or indirect subsidiary of the Issuer with a guarantee of such obligations by the Issuer;
- (b) such securities and any relative coupons rank (or, if guaranteed by the Issuer, benefit from a guarantee that ranks) as part of the class of Secondary Non-Preferential Debts;

- (c) (subject to (b) above) such securities have terms not materially less favourable to Noteholders and Couponholders than the terms of the Notes and relative Coupons (as reasonably determined by the Issuer in consultation with an independent adviser of recognised standing);
- (d) (without prejudice to (c) above) such securities (1) contain terms such that they comply with the then applicable Loss Absorption Regulations in order to be eligible to qualify in full towards the Issuer's minimum requirements (on an individual or consolidated basis) for own funds and eligible liabilities and/or loss absorbing capacity instruments; (2) bear the same rate of interest from time to time applying to the Notes and preserve the same interest payment dates; (3) do not contain terms providing for deferral of payments of interest and/or principal; (4) preserve the obligations (including the obligations arising from the exercise of any right) of the Issuer as to redemption of the Notes, including (without limitation) as to timing of, and amounts payable upon, such redemption; (5) do not contain terms providing for loss absorption through principal write-down or conversion to common equity tier 1 instruments; and (6) preserve any existing rights to any accrued and unpaid interest and any other amounts payable under the Notes and relative Coupons which has accrued to Noteholders or Couponholders and not been paid;
- (e) such securities are listed on the same stock exchange or market as the Notes or the London Stock Exchange or any other United Kingdom or EEA regulated market or any market in an Organisation for Economic Co-operation and Development (OECD) member state selected by the Issuer; and
- (f) where the Notes which have been substituted or varied had a published rating solicited by the Issuer from one or more Rating Agencies immediately prior to their substitution or variation, such securities benefit from (or will, as announced, or otherwise confirmed in writing, by each such relevant Rating Agency, benefit from) an equal or higher published rating from each such Rating Agency as that which applied to the Notes (unless any downgrade is solely attributable to the ranking of the securities under (b) above); and

**Rating Agency** means any of S&P Global Ratings UK Limited, Moody's Investors Service Limited and Fitch Ratings Ltd. and each of their respective affiliates or successors.

## **6. Payments**

### **6.1 Method of Payment**

Subject as provided below:

- (a) payments in a currency other than euro will be made by transfer to an account in the relevant Specified Currency maintained by the payee with, or by a cheque in such Specified Currency drawn on, a bank in the principal financial centre of such Specified Currency (which, if the Specified Currency is Australian dollars or New Zealand dollars, shall be Sydney or Auckland, respectively); and
- (b) payments in euro will be made by credit or transfer to a euro account (or any other account to which euro may be credited or transferred) specified by the payee or by a euro cheque.

Payments will be subject in all cases to (i) any fiscal or other laws and regulations applicable thereto in the place of payment or other laws and regulations to which the Issuer or its Agents are subject, but without prejudice to the provisions of Condition 9, and (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986 (the **Code**) or otherwise imposed pursuant to Sections 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or any law implementing an intergovernmental approach thereto.

## 6.2 Presentation of Notes and Coupons

Subject as provided below, payments of principal and interest (if any) in respect of definitive Notes (if issued) will be made against presentation and surrender of definitive Notes or Coupons, as the case may be, at any specified office of any Paying Agent.

Payments of principal and interest (if any) in respect of Notes represented by any Global Note will (subject as provided below) be made in the manner specified above in relation to definitive Notes or otherwise in the manner specified in the relevant Global Note, where applicable against presentation or surrender, as the case may be, of such Global Note, at the specified office of any Paying Agent. A record of each payment made, distinguishing between any payment of principal and any payment of interest, will be made either on such Global Note by the Paying Agent to which it was presented or in the records of Euroclear and Clearstream, Luxembourg, as applicable.

The holder of the relevant Global Note (or, as provided in the Trust Deed, the Trustee) shall be the only person entitled to receive payments in respect of Notes represented by such Global Note and the Issuer will be discharged by payment to, or to the order of, the holder of such Global Note (or the Trustee, as the case may be) in respect of each amount so paid. Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular nominal amount of Notes represented by such Global Note must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for his share of each payment so made by the Issuer to, or to the order of, the holder of the relevant Global Note (or the Trustee, as the case may be). No person other than the holder of the relevant Global Note (or, as provided in the Trust Deed, the Trustee) shall have any claim against the Issuer in respect of any payments due on that Global Note.

Notwithstanding the foregoing:

- (a) the Issuer reserves the right to require Couponholders who do not make a declaration (such declaration being to the satisfaction of Her Majesty's Revenue and Customs (**HMRC**)) that they are not resident in the United Kingdom to present their Coupons at a specified office of a Paying Agent situated outside the United Kingdom if the Issuer would otherwise be obliged to account to any taxing authority in the United Kingdom for any amount in respect of income tax (other than any tax withheld or deducted from interest payable on the Notes) calculated by reference to the interest represented by the relevant Coupon; and
- (b) payments of interest in U.S. Dollars will only be made at the specified office of any Paying Agent in the United States (which expression, as used herein, means the United States of America (including the States and District of Columbia and its possessions)) (i) if (A) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment at such specified offices outside the United States of the full amount of interest on the Notes in the manner provided above when due, (B) payment of the full amount of such interest at such specified offices outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (C) such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer and (ii) at the option of the relevant holder if such payment is then permitted under United States law without involving, in the opinion of the Issuer, adverse tax consequences to the Issuer.

Fixed Rate Notes in definitive form should be presented for payment together with all unmatured Coupons appertaining thereto (which expression shall include Coupons falling to be issued on exchange of matured Talons).

If a Fixed Rate Note (other than a Subordinated Note or a Senior Non-Preferred Note) is presented without all unmatured Coupons relating thereto, then:

- (a) if the aggregate amount of the missing Coupons is greater than the principal amount of such Note, such amount of such missing Coupons shall become void (in inverse order of maturity) as will result in the aggregate amount of the remainder of such missing Coupons (the **Relevant Coupons**) being equal to the principal amount of such Note; provided that, where this subparagraph would otherwise require a fraction of a missing Coupon to become void, such missing Coupon shall become void in its entirety; and
- (b) a sum equal to the aggregate amount of the Relevant Coupons (or, if less, the principal amount of such Note) will be deducted from the amount of principal due for payment; provided that, if the gross amount available for payment is less than the principal amount of such Note, the sum deducted will be that proportion of the aggregate amount of the Relevant Coupons (or, as the case may be, the principal amount of such Note) which the gross amount actually available for payment bears to the principal amount of such Note.

Each amount of principal so deducted will be paid in the manner mentioned above against surrender of the relevant missing Coupon at any time before the expiry of ten years after the Relevant Date (as defined in Condition 9) in respect of such principal (whether or not such Coupon would otherwise have become void under Condition 12) or, if later, five years from the date on which such Coupon would otherwise have become due.

Upon any Fixed Rate Note becoming due and repayable prior to its Maturity Date, all unmatured Talons (if any) appertaining thereto will become void and no further Coupons will be issued in respect thereof.

Upon the due date for redemption of any Floating Rate Note, Reset Note or Subordinated Note or Senior Non-Preferred Note which is also a Fixed Rate Note in definitive form, all unmatured Coupons and Talons (if any) relating to such Note (whether or not attached) shall become void and no payment or, as the case may be, exchange for further Coupons shall be made in respect thereof.

### **6.3 Payment Day**

If any date for payment of any amount in respect of any Note or Coupon is not a Payment Day (as defined below), then the holder thereof shall not be entitled to payment of the relevant amount due until the next following Payment Day and shall not be entitled to any interest or other sum in respect of any such delay.

In this Condition, **Payment Day** means:

- (a) a day on which commercial banks settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in:
  - (i) in the case of Notes in definitive form only, the relevant place of presentation; and
  - (ii) each Additional Financial Centre (other than TARGET2 System) specified in the applicable Final Terms;
- (b) if TARGET2 System is specified as an Additional Financial Centre in the applicable Final Terms, a day on which the TARGET2 System is open; and
- (c) either (A) in relation to any sum payable in a Specified Currency other than euro, a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in the principal financial centre of the country of the relevant Specified Currency (which if the Specified Currency is Australian dollars or New Zealand dollars shall be Sydney or Auckland, respectively) or (B) in relation to any sum payable in euro, a day on which the TARGET2 System is open.

If the due date for redemption of any interest bearing Note in definitive form is not a due date for the payment of interest relating thereto, interest accrued in respect of such interest bearing Note from (and including) the last preceding due date for the payment of interest (or from (and including) the Interest Commencement Date, as the case may be) will be paid only against surrender of such interest bearing Note.

#### **6.4 Interpretation of Principal and Interest**

Any reference in these Terms and Conditions to “**principal**” in respect of the Notes shall be deemed to include, as applicable:

- (a) any additional amounts which may be payable with respect to principal under Condition 9 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed;
- (b) the Final Redemption Amount of the Notes;
- (c) the Early Redemption Amount of the Notes;
- (d) the Optional Redemption Amount(s) (if any) of the Notes; and
- (e) any premium and any other amounts (other than interest) which may be payable under or in respect of the Notes.

Any reference in these Terms and Conditions to “**interest**” in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 9 or pursuant to any undertakings given in addition thereto or in substitution therefor pursuant to the Trust Deed.

#### **7. Exchange of Talons**

On and after the Interest Payment Date or the Fixed Interest Date (as appropriate) on which the final Coupon comprised in any Coupon sheet matures, the Talon (if any) forming part of such Coupon sheet may be surrendered at the specified office of the Agent or any other Paying Agent in exchange for a further Coupon sheet including (if such further Coupon sheet does not include Coupons to (and including) the final date for the payment of interest due in respect of the Note to which it appertains) a further Talon, subject to the provisions of Condition 12.

#### **8. Agent and Paying Agents**

The name of the initial Agent and its initial specified office are set out below. If any additional Paying Agents are appointed in connection with the Notes, the names of such Paying Agents will be specified in Part B of the applicable Final Terms. In the event of the appointed office of any such bank being unable or unwilling to continue to act as the Agent, or failing duly to determine the Rate of Interest, if applicable, or to calculate the Interest Amounts for any Interest Accrual Period, the Issuer shall appoint the London office of such other bank as may be approved by the Trustee to act as such in its place. The Agent may not resign its duties or be removed from office without a successor having been appointed as aforesaid.

The Issuer may, with the prior approval of the Trustee, vary or terminate the appointment of any Paying Agent and/or appoint additional or other Paying Agents and/or approve any change in the specified office through which any Paying Agent acts provided that the Issuer will, so long as any of the Notes is outstanding, maintain:

- (a) a Paying Agent (which may be the Agent) having a specified office in London or in another city approved by the Trustee in Europe; and

- (b) so long as any of the Notes have been admitted to listing, trading and/or quotation by any listing authority, stock exchange and/or quotation system, a Paying Agent (which may be the Agent) having a specified office in each location required by the rules and regulations of the relevant listing authority, stock exchange and/or quotation system.

In addition, the Issuer shall forthwith appoint a Paying Agent having a specified office in New York City in the circumstances described in subparagraph (b) of the fourth paragraph of Condition 6.2.

Notice of any such variation, termination, appointment or change will be given by the Issuer to the Noteholders in accordance with Condition 18.

## **9. Taxation**

All payments of principal and interest (if any) in respect of the Notes and Coupons by or on behalf of the Issuer shall be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatsoever nature imposed, or levied by or on behalf of the United Kingdom or any political subdivision thereof or by or on behalf of any authority thereof or therein having power to tax, unless the withholding or deduction for, or on account of, such taxes, duties, assessments or governmental charges is required by law. In that event, the Issuer will:

- (i) if this Note is a Senior Preferred Note or a Deposit Note, in respect of payments of interest (if any) and principal; or
- (ii) if this Note is a Subordinated Note or a Senior Non-Preferred Note, in respect of payments of interest (if any) only,

pay such additional amounts as may be necessary in order that the net amounts received by the Noteholders or, as the case may be, Couponholders after such withholding or deduction shall equal the respective amounts of (in the case of Notes falling within (i) above only) principal and (in the case of any Notes) interest (if any) which would have been receivable in respect of the Notes or, as the case may be, Coupons in the absence of such withholding or deduction; except that no such additional amount shall be payable in respect of any Note or Coupon:

- (a) presented for payment by or on behalf of a holder who is liable to such taxes, duties, assessments or governmental charges in respect of such Note or Coupon by reason of his having some connection with the United Kingdom other than the mere holding of such Note or Coupon; or
- (b) presented for payment in the United Kingdom if, at the time of such presentation, the Issuer is maintaining a Paying Agent in respect of the Note or Coupon outside of the United Kingdom; or
- (c) presented for payment more than 30 days after the Relevant Date except to the extent that the holder thereof would have been entitled to such additional amounts on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Day (as defined in Condition 6.3); or
- (d) where the holder is able to avoid such withholding or deduction by presenting an appropriate certificate.

Notwithstanding any other provision of these Terms and Conditions, in no event will additional amounts be payable by (or on behalf of) the Issuer under this Condition 9 or otherwise in respect of any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the Code or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations or agreements thereunder or any official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof or any law implementing such an intergovernmental agreement.

As used herein, the **Relevant Date** means the date on which the relevant payment in respect of the Note or Coupon first becomes due and payable but, if the full amount of the moneys payable on such date has not been received by the Agent or the Trustee on or prior to such due date, the **Relevant Date** means the date on which such moneys shall have been so received and notice to that effect shall have been given to the Noteholders in accordance with Condition 18.

For the avoidance of doubt, if this Note is a Subordinated Note or a Senior Non-Preferred Note, the Issuer will not pay any additional amounts under this Condition 9 in respect of principal of this Note.

## **10. Events of Default and enforcement - Senior Preferred Notes and Deposit Notes**

This Condition 10 applies only if this Note is a Senior Preferred Note or a Deposit Note, and references in this Condition 10 to “Notes” shall be construed accordingly.

10.1 The Trustee at its discretion may, and if so requested in writing by the holders of at least one quarter of the nominal amount of the Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall, subject to being indemnified and/or secured and/or prefunded to its satisfaction (but, in the case of the happening of any of the events mentioned in subparagraphs (b), (c) and (d) below in relation to the Issuer or any Principal Subsidiary (as defined below) or, in the case of the happening of any of the events mentioned in subparagraphs (e) and (f) below in relation to a Principal Subsidiary, only if the Trustee shall have certified that in its opinion such event is materially prejudicial to the interests of the Noteholders) give notice to the Issuer that the Notes are, and they shall immediately become, due and repayable as set out below, if any of the following events shall occur and be continuing:

- (a) the Issuer fails to pay any principal or interest in respect of the Notes within seven days of the due date; or
- (b) the Issuer defaults in performance or observance of or compliance with any of its other undertakings set out in the Notes or the Trust Deed which default is incapable of remedy or which, if capable of remedy, is not in the opinion of the Trustee remedied within 30 days (or such longer period as the Trustee may permit) after notice requiring remedy of such default shall have been given to the Issuer by the Trustee; or
- (c)
  - (i) any other present or future indebtedness in respect of moneys borrowed or raised in an amount of £40,000,000 or more (or its equivalent in any other currency) of the Issuer or any Principal Subsidiary becomes due and payable prior to its stated maturity pursuant to a default; or
  - (ii) any such indebtedness is not paid when due or (as the case may be) within any applicable grace period therefor; or
  - (iii) the Issuer or any Principal Subsidiary fails to pay when due or (as the case may be) within any applicable grace period therefor any amount payable by it under any present or future guarantee in an amount of £40,000,000 or more (or its equivalent in any other currency) (other than any guarantee given in the ordinary course of its business) for any indebtedness in respect of moneys borrowed or raised; or
  - (iv) any mortgage, charge, pledge, lien or other encumbrance present or future securing an amount of £40,000,000 or more (or its equivalent in any other currency) and created or assumed by the Issuer or any Principal Subsidiary becomes enforceable and the holder thereof takes any steps to enforce the same; or

- (d) a distress or execution or other similar legal process in respect of a claim for £20,000,000 or more is levied or enforced or sued out upon or against any part of the property, assets or revenues of the Issuer or any Principal Subsidiary and is not discharged or stayed within 30 days of having been so levied, enforced or sued out; or
- (e) the Issuer or any Principal Subsidiary becomes insolvent or is unable to pay its debts as they mature or applies for or consents to or suffers the appointment of a liquidator or receiver or administrator or similar officer of itself or the whole or any substantial part of its undertaking, property, assets or revenues or takes any proceeding under any law for a readjustment or deferment of its obligations or any part thereof or makes or enters into a general assignment or an arrangement or composition with or for the benefit of its creditors or ceases or threatens to cease to carry on all or substantially all of its business except in any case:
  - (i) in connection with a Permitted Reorganisation or other substitution pursuant to Condition 14; or
  - (ii) for the purpose of a reconstruction, union, transfer, merger or amalgamation effected with the prior written consent of the Trustee or with the approval (by way of Extraordinary Resolution) of the Noteholders; or
  - (iii) (in the case of a Principal Subsidiary) where all or the major part of the business, undertaking and assets of such Principal Subsidiary is either (A) transferred to the Issuer and/or one or more Subsidiaries of the Issuer or (B) sold to one or more third party purchasers on arm's length terms; or
- (f) an order is made or an effective resolution is passed for the winding up or dissolution of the Issuer or any Principal Subsidiary or the authorisation or registration of the Issuer is or is proposed to be cancelled, suspended or revoked or anything analogous or similar to any of the foregoing occurs, except in any case:
  - (i) in connection with a Permitted Reorganisation or other substitution pursuant to Condition 14; or
  - (ii) for the purposes of a reconstruction, union, transfer, merger or amalgamation effected with the consent of the Trustee or with the approval (by way of Extraordinary Resolution) of the Noteholders; or
  - (iii) (in the case of a Principal Subsidiary) where all or the major part of the business, undertaking and assets of such Principal Subsidiary is either (A) transferred to the Issuer and/or one or more Subsidiaries of the Issuer or (B) sold to one or more third party purchasers on arm's length terms.

**Principal Subsidiary** means a Subsidiary of the Issuer whose total assets (attributable to the Issuer) represent 10 per cent. or more of the consolidated total assets of the Issuer and its Subsidiaries (all as more particularly described in the Trust Deed). A certificate signed by two Authorised Signatories (as defined in the Trust Deed) that in their opinion a Subsidiary of the Issuer is or is not or was or was not at any particular time or throughout any specified period a Principal Subsidiary may be relied upon by the Trustee without further inquiry or evidence and, if so relied upon, shall, in the absence of manifest or proven error, be conclusive and binding on all parties.

- 10.2 If the Notes become due and repayable pursuant to this Condition 10, they shall be repayable at the Early Redemption Amount together (where applicable) with accrued interest as provided in the Trust Deed.



- 10.3 At any time after the Notes become due and repayable the Trustee may, at its discretion and without further notice, take such proceedings against the Issuer as it may think fit to enforce repayment of the Notes, but it shall not be bound to take any such proceedings unless (i) it shall have been so directed by an Extraordinary Resolution of the Noteholders or so requested in writing by Noteholders holding at least one-quarter in nominal amount of the Notes then outstanding and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.
- 10.4 No Noteholder or Couponholder may proceed directly against the Issuer unless the Trustee, having become bound to proceed, (i) fails to do so, or (ii) is unable for any reason to do so, and such failure or inability is continuing.

## **11. Events of Default and enforcement – Senior Non-Preferred Notes and Subordinated Notes**

This Condition 11 applies only if this Note is a Senior Non-Preferred Note or a Subordinated Note, and references in this Condition 11 to “Notes” shall be construed accordingly.

- 11.1 *Non-payment when due:* If default is made for a period of seven days or more in the payment of any principal due on the Notes or any of them or for a period of 14 days or more in the payment of any interest due on the Notes or any of them, the Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter of the nominal amount of Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject to being indemnified and/or secured and/or prefunded to its satisfaction), institute proceedings for the winding up of the Issuer in England (but not elsewhere) to enforce the obligations of the Issuer in respect of the Notes and the Trust Deed in so far as it relates to the Notes, but may take no other action in respect of such default (except as provided in Condition 11.2).
- 11.2 *Winding up or dissolution:* In the event of a winding up or dissolution of the Issuer (subject as otherwise provided in an Excluded Dissolution), whether or not instituted by the Trustee pursuant to Condition 11.1, the Trustee at its discretion may, and if so requested in writing by the holders of at least one-quarter of the nominal amount of Notes then outstanding or if so directed by an Extraordinary Resolution of the Noteholders shall (subject to being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer (or the relevant official presiding over such winding up or dissolution) that the Notes are, and they shall accordingly immediately become, due and repayable at their Early Redemption Amount together (if applicable) with accrued interest as provided in the Trust Deed, and shall claim and/or prove in such winding up or dissolution in respect of the Notes (such claim ranking as provided in Condition 2.2 or Condition 2.3, as applicable).
- 11.3 *Enforcement:* Without prejudice to Conditions 11.1 and 11.2, the Trustee may at its discretion and without notice institute such steps, actions or proceedings against the Issuer as it may think fit to enforce any term or condition binding on the Issuer under the Trust Deed or the Notes (other than any payment obligation of the Issuer under or arising from the Notes or the Trust Deed, including, without limitation, payment of any principal or interest in respect of the Notes, including any damages awarded for breach of any obligations) and in no event shall the Issuer, by virtue of the institution of any such steps, actions or proceedings, be obliged to pay any sum or sums, in cash or otherwise, sooner than the same would otherwise have been payable by it pursuant to these Terms and Conditions and the Trust Deed, nor will the Trustee accept the same, otherwise than during or after a winding up or dissolution of the Issuer.
- 11.4 *Rights of holders:* No Noteholder or Couponholder shall be entitled to proceed directly against the Issuer unless the Trustee, having become bound so to proceed, (i) fails to do so, or (ii) is unable for any reason to do so, in which case any such holder shall have only such rights against the Issuer as those which the Trustee is entitled to exercise. No such holder shall be entitled to institute proceedings for the winding up of the Issuer, or to prove in any winding up or dissolution of the Issuer, except that

if the Trustee, having become bound to proceed against the Issuer as aforesaid, fails to do so or is unable for any reason to do so, or, being able to prove in any winding up or dissolution of the Issuer, fails to do so, then any suchholder may, on giving an indemnity satisfactory to the Trustee, in the name of the Trustee (but not otherwise) himself institute proceedings for the winding up in England (but not elsewhere) of the Issuer and/or prove in any winding up or dissolution of the Issuer to the same extent (but not further or otherwise) that the Trustee would have been entitled so to do in respect of such Notes and/or Coupons held by him.

- 11.5 *Extent of remedy:* No remedy against the Issuer, other than the institution of proceedings for the winding up in England of the Issuer and/or the proving or claiming in any winding up or dissolution of the Issuer, shall be available to the Trustee, the Noteholders or the Couponholders for the recovery of amounts owing in respect of such Notes or the relative Coupons or under the Trust Deed in so far as it relates to the Notes or the relative Coupons.
- 11.6 *Rights of the Trustee:* The Trustee may at its discretion institute such proceedings as are contemplated by this Condition 11 against the Issuer to enforce the obligations of the Issuer under the Trust Deed in so far as it relates to the Notes or the relative Coupons, but it shall not be bound to institute any such proceedings unless (a) it shall have been so directed by an Extraordinary Resolution of the holders of the Notes or so requested in writing by Noteholders holding at least one-quarter in nominal amount of the Notes then outstanding and (b) it shall have been indemnified and/or secured and/or prefunded to its satisfaction.

## **12. Prescription**

Claims for payment of principal in respect of the Notes shall become void upon the expiry of ten years, and claims for payment of interest (if any) in respect of the Notes shall become void upon the expiry of five years, in each case from the Relevant Date therefor, subject to the provisions of Condition 6.

## **13. Meetings of Noteholders, Modification and Waiver**

The Trust Deed contains provisions for convening meetings of Noteholders (or, as the case may be, the holders of Notes of more than one Series) (including at a physical location or by means of any electronic platform (such as conference call or videoconference) or a combination of such methods) to consider any matter affecting their interests, including the modification by Extraordinary Resolution of these Terms and Conditions or the provisions of the Trust Deed. Any such meeting may be held as physical meeting or may instead be held by way of audio or video conference call.

The quorum at any such meeting to consider an Extraordinary Resolution will be one or more persons holding or representing a clear majority of the nominal amount of the Notes for the time being outstanding, or at any adjourned meeting one or more persons being or representing Noteholders whatever the nominal amount of the Notes for the time being outstanding so held or represented, except that at any meeting, the business of which includes the modification of certain of these Terms and Conditions or provisions of the Trust Deed, the necessary quorum for passing an Extraordinary Resolution will be one or more persons holding or representing not less than two-thirds, or at any adjourned such meeting not less than one-third, of the nominal amount of the Notes for the time being outstanding.

The Trust Deed provides that (i) a resolution passed at a meeting duly convened and held in accordance with the Trust Deed by a majority consisting of not less than three-fourths of the votes cast on such resolution, (ii) a resolution in writing signed by or on behalf of the holders of not less than three-fourths in nominal amount of the Notes for the time being outstanding or (iii) consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the holders of not less than three-fourths in nominal amount of the Notes for the time being outstanding, shall, in each case, be effective as an Extraordinary Resolution of the Noteholders. An Extraordinary Resolution passed at any meeting of

Noteholders will be binding on all Noteholders, whether or not they are present at the meeting, and on all Couponholders.

The Trust Deed provides that the Trustee may agree, without the consent of the Noteholders or Couponholders, to any modification (subject to certain exceptions) of, or to the waiver or authorisation of any breach or proposed breach of, any of these Terms and Conditions or any of the provisions of the Trust Deed which is not, in the opinion of the Trustee, materially prejudicial to the interests of the Noteholders or to any modification which is of a formal, minor or technical nature or which is made to correct a manifest error. In addition, the Trustee shall be obliged to concur with the Issuer in effecting any Benchmark Amendments or Benchmark Replacement Conforming Changes in the circumstances and as otherwise set out in Condition 4.4 without the consent of the Noteholders or Couponholders. Any such modification, waiver or authorisation shall be binding on the Noteholders and Couponholders and, unless otherwise agreed by the Trustee, any such modification shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 18.

In connection with the exercise by it of any of its trusts, powers or discretions (including, without limitation, any modification, waiver, authorisation or substitution), the Trustee shall have regard to the interests of the Noteholders as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Noteholders or Couponholders resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory and the Trustee shall not be entitled to require, nor shall any Noteholder or Couponholder be entitled to claim, from the Issuer, or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders or Couponholders except to the extent already provided for in Condition 9 and/or any undertaking given in addition to, or in substitution for, Condition 9 pursuant to the Trust Deed.

## **14. Substitution**

### **14.1 Substitution in connection with a Permitted Reorganisation**

- (a) In the event of a Permitted Reorganisation, the Successor Entity will be substituted in place of the Issuer as principal debtor under the Trust Deed, the Notes and any relative Coupons and, unless such substitution is effected automatically by operation of law, the Issuer and (subject as provided below) the Trustee shall enter into one or more trust deeds supplemental to the Trust Deed to give effect to and/or to reflect such substitution, provided that:
- (i) prior to the entry into such trust deed(s) supplemental to the Trust Deed, the Issuer shall deliver to the Trustee a certificate signed by two authorised signatories of the Issuer stating that (A) the substitution of the Successor Entity in place of the Issuer as principal debtor under the Trust Deed, the Notes and any relative Coupons is being made pursuant to a Permitted Reorganisation and specifying details of such Permitted Reorganisation and (B) the Successor Entity has obtained all necessary governmental and regulatory approvals and consents necessary for its assumption of the obligations and liability as principal debtor under the Trust Deed in respect of the Notes and Coupons and in respect of such Notes and Coupons themselves in place of the Issuer and that such approvals and consents are at the time of substitution in full force and effect (and the Trustee shall be entitled to accept and rely on such certificate without liability to any person and without any further inquiry as sufficient evidence thereof, in which event it shall be conclusive and binding on the Trustee and all Noteholders and Couponholders); and
  - (ii) the Trustee shall not be obliged to enter into such trust deed(s) supplemental to the Trust Deed if such substitution pursuant to a Permitted Reorganisation would, in the Trustee's opinion, impose more onerous obligations upon it or expose it to any additional duties, responsibilities or liabilities in any material respect or reduce or amend the protective

provisions afforded to the Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any material respect.

- (b) Save as expressly provided in Condition 14.1(c) below, a Permitted Reorganisation and any substitution of the Issuer in connection therewith shall be effected without the need or requirement for any consent or approval from the Trustee, the Noteholders or the Couponholders.
- (c) The Issuer has covenanted with the Trustee in the Trust Deed that it will not transfer its business to a successor in accordance with Section 97 of the Act or pursuant to an order made under section 3 of the Building Societies (Funding) and Mutual Societies (Transfers) Act 2007, as amended (the **2007 Act**) unless either (i) the Trustee is satisfied that the successor will be or (as the case may be) remain an authorised person under the FSMA or (ii) such transfer is approved by an Extraordinary Resolution of the Noteholders.
- (d) For the purposes of these Terms and Conditions:

**Permitted Reorganisation** means any of:

- (i) an amalgamation of the Issuer and one or more other building societies under section 93 of the Act (or any successor provision thereto);
- (ii) a transfer by the Issuer of all or substantially all of its engagements under section 94 of the Act (or any successor provision thereto);
- (iii) a transfer by the Issuer of the whole of its business to a company under sections 97 to 102D of the Act (or any successor provisions thereto);
- (iv) a transfer by the Issuer of the whole of its business to a subsidiary of a mutual society pursuant to any order made by HM Treasury under section 3 of the 2007 Act (or any successor provisions thereto); or
- (v) an alteration in the status of the Issuer by virtue of any statute or statutory provision which alters, or permits the alteration of, the status of building societies generally or building societies which meet specified criteria to another type of body authorised under the Financial Services and Markets Act 2000 as amended, consolidated or re-enacted from time to time (the **FSMA**) or to a body which is regulated on a similar basis to an authorised person under the FSMA; and

**Successor Entity** means:

- (i) (in respect of an amalgamation of the Issuer and one or more other building societies under section 93 of the Act (or any successor provision thereto)), the resulting building society;
- (ii) (in respect of a transfer by the Issuer of all or substantially all of its engagements under section 94 of the Act (or any successor provision thereto), a transfer by the Issuer of the whole of its business to a company under sections 97 to 102D of the Act (or any successor provisions thereto) or a transfer of the whole of its business to a subsidiary of a mutual society pursuant to any order made by HM Treasury under section 3 of the 2007 Act (or any successor provisions thereto)), the relevant transferee; or
- (iii) (in respect of an alteration in the status of the Issuer by virtue of any statute or statutory provision which alters, or permits the alteration of, the status of building societies generally or building societies which meet specified criteria to another type of body authorised under the FSMA or to a body which is regulated on a similar basis to an authorised person under the FSMA), the

resulting authorised person under the FSMA or, as the case may be, the resulting body which is regulated on a similar basis to an authorised person under the FSMA.

#### **14.2 Substitution other than in connection with a Permitted Reorganisation**

In circumstances other than a Permitted Reorganisation, and subject as provided in the Trust Deed, the Trustee, if it is satisfied that so to do would not be materially prejudicial to the interests of the Noteholders, may agree, without the consent of the Noteholders or Couponholders, to the substitution of any successor in business of the Issuer or of a Subsidiary of the Issuer or any such successor in business in place of the Issuer as principal debtor under the Notes and the Trust Deed in respect of the Notes, provided (in case of the substitution of any company which is a Subsidiary of the Issuer or such successor in business) that the obligations of such Subsidiary in respect of the Notes and the Trust Deed in respect thereof shall be guaranteed by the Issuer or such successor in business in such form as the Trustee may require.

#### **14.3 Additional provisions relating to Subordinated Notes and Senior Non-Preferred Notes**

This Condition 14.3 applies only if this Note is a Subordinated Note or a Senior Non-Preferred Note, and references in this Condition 14.3 to Notes shall be construed accordingly.

The Issuer has covenanted with the Trustee in the Trust Deed that if it transfers its business to a company (the **Transferee Company**) within the meaning of the Companies Act 2006 as amended (or any successor thereto or re-enactment thereof) or to a body corporate which is incorporated in a European Economic Area (**EEA**) state pursuant to Section 97 of the Act or pursuant to an order made under section 3 of the 2007 Act then, upon such transfer becoming effective:

- (a) it will either deliver evidence reasonably satisfactory to the Trustee that the Transferee Company is an authorised person for the purposes of the FSMA or an EEA firm qualifying for authorisation under Schedule 3 to the FSMA or, if such evidence is not so delivered, procure that such transfer is approved by an Extraordinary Resolution of the Noteholders; and
- (b) it will, and will procure that the Transferee Company will execute one or more deeds supplemental to the Trust Deed which has the effect of ensuring to the reasonable satisfaction of the Trustee that:
  - (i) the Transferee Company is bound by the terms of the Trust Deed in respect of the Notes and these Terms and Conditions as fully as if all and any references therein to the Issuer were references to the Transferee Company; and
  - (ii) the rights of the holders of the Notes and any relative Coupons:
    - (A) are subordinated and postponed (or otherwise rank junior) to the claims of the persons who are holders of share investments (other than deferred share investments) which are qualifying shares (as defined in Section 100(3) of the Act) in the Issuer in respect of claims arising by virtue of Section 100(2)(a) of the Act and which are represented by those qualifying shares and to the claims of other unsecured and unsubordinated creditors of the Transferee Company (save that if this Note is a Senior Non-Preferred Note, the rights of the holders of the Notes may rank *pari passu* with any Secondary Non-Preferential Debts in respect of the Transferee Company or any other claims which rank, or are expressed to rank, *pari passu* therewith);
    - (B) (if this Note is a Subordinated Note) are subordinated and postponed to the claims in respect of the Senior Non-Preferred Notes; and

- (C) will be such that they rank in priority to the holders of the issued share capital of the Transferee Company,

and containing such other provisions as the Trustee (having regard in particular to the foregoing) may reasonably require; provided that no variation or supplement to the terms of the Trust Deed or of these Terms and Conditions shall be made in any such supplemental deed which would or might cause:

- (1) any qualifying own funds or capital resources of the Issuer for the purposes of the Regulatory Capital Requirements prevailing at that time to be excluded from such own funds or capital resources; or
- (2) any liabilities of the Issuer which, for the purposes of the Loss Absorption Regulations prevailing at that time, qualify towards the Issuer's minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments to be excluded from such minimum requirements for own funds and eligible liabilities and/or loss absorbing capacity instruments.

#### **14.4 Effect of substitution**

Any substitution pursuant to this Condition 14 shall be binding on the Issuer, the Trustee, the Noteholders and the Couponholders and, unless the Trustee agrees otherwise, shall be notified to the Noteholders as soon as practicable thereafter in accordance with Condition 18.

#### **15. Further Issues**

The Issuer is at liberty from time to time without the consent of the Trustee, the Noteholders or Couponholders to create and issue further notes ranking equally in all respects (or in all respects save for the date for and the amount of the first payment of interest thereon) and so that the same shall be consolidated and form a single series with the outstanding Notes, or on such other terms as it may elect.

#### **16. Replacement of Notes, Coupons and Talons**

If a Note (including any Global Note), Coupon or Talon is mutilated, defaced, destroyed, stolen or lost it may be replaced at the specified office of the Agent in London, or any other place approved by the Trustee of which notice shall have been published in accordance with Condition 18, on payment of such costs as may be incurred in connection therewith and on such terms as to evidence and indemnity as the Issuer may reasonably require. Mutilated or defaced Notes, Coupons or Talons must be surrendered before replacements will be issued.

#### **17. Indemnification of, and transactions by, the Trustee**

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances including provisions relieving it from instituting proceedings to enforce repayment unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer or any Subsidiary of the Issuer without accounting for any profit resulting therefrom.

#### **18. Notices**

Subject to the following paragraph, all notices regarding the Notes will be valid if published in the Financial Times or any other daily newspaper in London approved by the Trustee. The Issuer shall also ensure that all notices are duly published in a manner which complies with the rules and regulations of any listing authority, stock exchange and/or quotation system on which the Notes have then been admitted to listing, trading, and/or

quotation (including publication on the website of the relevant stock exchange or relevant authority if required by those rules and regulations). 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 in all the required newspapers. If publication as aforesaid is not practicable, notices will be valid if given in such other manner and shall be deemed to have been given on such date as the Issuer and the Trustee may determine. Couponholders will be deemed for all purposes to have notice of the contents of any notice given to the Noteholders in accordance with this Condition 18.

Until such time as any definitive Notes are issued, there may, so long as any Global Note is held in its entirety on behalf of Euroclear and/or Clearstream, Luxembourg and/or any other clearing system approved by the Trustee, be substituted for such publication as aforesaid the delivery of the relevant notice to Euroclear and/or Clearstream, Luxembourg and/or such other clearing system (as the case may be) for communication by them to the Noteholders. Any such notice shall be deemed to have been given to the Noteholders on the day on which the said notice was given to Euroclear and/or Clearstream, Luxembourg and/or such other clearing system, as appropriate.

Notices to be given by any Noteholder shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Agent. Whilst any of the Notes are represented by a Global Note, such notice may be given by any Noteholder to the Agent via Euroclear and/or Clearstream, Luxembourg and/or any other clearing system approved by the Trustee in which the Notes are cleared, as the case may be, in such manner as the Agent and Euroclear and/or Clearstream, Luxembourg and/or such other clearing system, as the case may be, may approve for this purpose.

## **19. Governing Law**

The Trust Deed, the Notes, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and will be construed in accordance with, English law.

## **20. Contracts (Rights of Third Parties) Act 1999**

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Note, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

## **21. Recognition of UK Bail-in Power**

- (a) Notwithstanding, and to the exclusion of, any other term of the Notes or any other agreements, arrangements or understandings between the Issuer and any Noteholder (or the Trustee on behalf of any Noteholder), by its acquisition of any Note (or any interest therein), each Noteholder acknowledges and accepts that the Amounts Due arising under the Notes may be subject to the exercise of the UK Bail-in Power by the Resolution Authority, and acknowledges, accepts, consents, and agrees to be bound by:
- (i) the effect of the exercise of the UK Bail-in Power by the Resolution Authority, that may include and result in (without limitation) any of the following, or some combination thereof:
    - (A) the reduction of all, or a portion, of the Amounts Due;
    - (B) the conversion of all, or a portion, of the Amounts Due on the Notes into shares, deferred shares (including core capital deferred shares), other securities or other obligations of the Issuer or another person (and the issue to or conferral on the Noteholder of such shares, deferred shares (including core capital deferred shares),

- securities or obligations), including by means of an amendment, modification or variation of the terms of the Notes;
- (C) the cancellation of the Notes; and/or
  - (D) the amendment or alteration of the maturity of the Notes or amendment of the amount of interest payable on the Notes, and/or the date on which the interest becomes payable, including by suspending payment for a temporary period; and
- (ii) the variation of the terms of the Notes and the Trust Deed, if necessary, to give effect to the exercise of the UK Bail-in Power by the Resolution Authority.
- (b) No repayment or payment of Amounts Due on the Notes, will become due and payable or be paid after the exercise of any UK Bail-in Power by the Resolution Authority if and to the extent such amounts have been reduced, converted, cancelled, suspended (for so long as such suspension or moratorium is outstanding), amended or altered as a result of such exercise.
- (c) Neither a reduction or cancellation, in part or in full, of the Amounts Due or the conversion thereof into another security or obligation of the Issuer or another person, as a result of the exercise of the UK Bail-in Power by the Resolution Authority with respect to the Issuer, nor the exercise of the UK Bail-in Power by the Resolution Authority with respect to the Notes, will be an Event of Default or otherwise constitute a breach of or default under the terms of the Notes or the Trust Deed nor a default or event of default for any other purpose.
- (d) Upon the exercise of the UK Bail-in Power by the Resolution Authority with respect to any Notes, the Issuer shall promptly give notice to the Noteholders in accordance with Condition 18 and to the Trustee and the Paying Agents. Any delay or failure by the Issuer in delivering any notice referred to in this Condition shall not affect the validity or enforceability of the UK Bail-in Power.
- (e) For the purposes of this Condition 21:
- (i) **Amounts Due** means the principal amount of, and any accrued but unpaid interest on, the Notes. References to such amounts will include (but will not be limited to) amounts that have become due and payable, but which have not been paid, prior to the exercise of the UK Bail-in Power by the Resolution Authority;
  - (ii) **Resolution Authority** means the Bank of England or any successor or replacement thereto and/or such other authority in the United Kingdom with the ability to exercise the UK Bail-in Power;
  - (iii) **UK Bail-in Power** means any write-down, conversion, transfer, modification, moratorium and/or suspension power (including, without limitation, any write-down or conversion powers which may be exercised by the Resolution Authority independently of resolution proceedings) existing from time to time under any laws, regulations, rules or requirements relating to the resolution of banks, building societies, financial holding companies, mixed financial holding companies, credit institutions and/or investment firms (and/or any group company of any of the foregoing) incorporated in the United Kingdom in effect and applicable in the United Kingdom to the Issuer or other members of its group, including but not limited to any such laws, regulations, rules or requirements that are implemented, adopted or enacted within the context of a resolution regime in the United Kingdom under the Banking Act 2009 and/or the Loss Absorption Regulations, in each case as amended from time to time; and



- (iv) references in this Condition 21 to any **Note** or **Noteholder** shall be deemed to include reference to any **Coupon** or **Couponholder**, respectively, where the context admits, and references to Noteholder and Couponholder shall include holders of beneficial interests in any Note or Coupon, respectively.

## USE OF PROCEEDS

The net proceeds from each issue of Notes will be applied for general purposes of the Issuer including without limitation, making mortgage advances on private residential property located in the United Kingdom and making a profit, or as otherwise specified in the applicable Final Terms in respect of any Notes.

### **Sustainable Notes**

Notes may be issued as Sustainable Notes and the applicable Final Terms will indicate if the Notes are intended to constitute Sustainable Notes.

The Issuer intends to allocate an amount equal to the net proceeds from any issue of Sustainable Notes to advance loans to the Issuer's customers on a targeted basis for the purposes of the financing and/or refinancing by such customers of Eligible Sustainable Projects, in line with any sustainability framework the Issuer may publish from time to time. See the risk factor entitled "*In respect of any Notes issued as Sustainable Notes, there can be no assurance that such use of proceeds will be suitable for the investment criteria of an investor*".

## DESCRIPTION OF THE SOCIETY

### *Overview*

The Society is a building society, incorporated in England and Wales under the United Kingdom Building Societies Act 1986, as amended, and authorised by the PRA and regulated by the FCA in relation to conduct of business matters and by the PRA in relation to prudential requirements. The Society's FCA Mutuals Public Register Number is 355B. The principal office of the Society is Nationwide Building Society, Nationwide House, Pipers Way, Swindon, SN38 1NW (phone number +44 (0) 1793 658 777). The Society is the largest building society in the UK in terms of total assets, with £254.9 billion of assets as at 4 April 2021. The Society has approximately 652 branches and over 16 million members as at the date of this Base Prospectus.

The Society's core business is providing personal financial services, including:

- residential mortgage loans;
- retail savings; and
- personal current accounts.

In addition, the Society maintains a portfolio of debt securities for its own account for liquidity management purposes.

The Society is currently the fifth largest household savings provider and the second largest provider of residential mortgages in the UK, with estimated market shares of approximately 9.4 per cent. (as calculated by the Society based on BoE data) and 12.5 per cent. (according to BoE data), respectively as at 4 April 2021.

As a mutual organisation, the Society is managed for the benefit of its members, who are primarily its current account, retail savings and residential mortgage customers. The main focus of the Society is serving its members' interests while retaining sufficient profit to increase and further develop its business and meet regulatory requirements. The Society returns value to its members by offering typically higher interest rates on savings and lower interest rates on loans than those offered by its main competitors. As a result of returning value to its members, the Society earns lower pre-tax profits than its main competitors, which are typically banks or other non-mutual organisations.

The information contained in this section headed "*Description of the Society*" has been provided by the Society and other sources identified in this section. Any information provided by a third party has been accurately reproduced and as far as the Society is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The Society benchmarks its products and performance against a group of leading retail banks operating in the UK (Barclays, Halifax, HSBC, Lloyds Bank, NatWest, Santander UK and TSB) and seeks to offer more consistent long-term good value on savings and prime mortgages than is offered by this peer group. In addition to returning value to members through its competitive products, the Society believes that it provides better service to its customers than that offered by most of its competitors and this is a key component of the Society's strategy.

### **Strategy**

As a mutual, owned by its 16 million members, the Society was founded to help people save and buy homes of their own. It continues to be driven by this same social purpose, which it expresses today as 'building society, nationwide', and remains committed to doing business in a way that positively impacts its members, employees, communities and environment.

The Society's focus on mortgages and savings remains as relevant today as it was when it was founded in the 19th century. Additionally, its current account proposition supports its members' day-to-day financial needs and strengthens the mutual relationship. The Society continues to offer a broad range of financial services that complement its core products of mortgages, savings and current accounts.

The Society's strategy remains underpinned by its five cornerstones which are defined below. These are focused on providing outstanding service and long-term value to its members, being a financially strong and secure Society, supporting its employees and creating a fulfilling work environment that enables it to be at its best to serve its members, and being better for society too. These cornerstones are supported by strategic targets and key performance indicators that help to deliver its strategy.

### ***Built to last***

Built to last is about remaining resilient and secure, so that members continue to trust the Society with their money and data. The Society strives to achieve this through:

- generating a level of profit sufficient to maintain its financial strength and invest for the future;
- continued investment in the resilience and strength of its control processes, operations and technology;
- maintaining a prudent approach to risk management, operating at all times within Board risk appetite; and
- focusing on delivering its strategy in an efficient way, in areas that provide most value to members and the Society.

As a member-owned mutual organisation, the Society aims to achieve the right balance between retaining a sufficient level of profit to maintain its financial strength, delivering value to its members through better rates, service, incentives and propositions, and investing to meet the needs and expectations of members in the future.

While the outbreak of Covid-19, and the global response to it, has materially impacted the economic environment in which the Society operates, the Society considers that its prudent approach to financial management has proven its worth. Its capital base remains strong, with a Common Equity Tier 1 (CET1) ratio of 36.4 per cent. (4 April 2020: 31.9 per cent.) and a UK leverage ratio of 5.4 per cent. (4 April 2020: 4.7 per cent.). After the bank base rate fell to historically low levels, the Society took the decision to reduce interest rates across its savings range. This reduced its Member Financial Benefit to £265 million at 4 April 2021 (4 April 2020: £735 million), below its annual target of £400 million, as paying significantly higher rates would not be financially sustainable, nor in the long-term interests of the members or the Society. The Society remains committed to encouraging a strong savings culture in the UK, giving its savers the best rates it can sustainably afford, and to finding new ways to reward its savers beyond rate.

The Society's financial performance is supported by its continued focus on efficiency. The Society intends to continue to put its members and their money first by making careful choices on how best to allocate its resources. It has cut its costs by £94 million to £2,218 million (4 April 2020: £2,312 million) as it continues to make the Society more efficient in serving its members.

### ***Building PRIDE***

Consistent with its mutual principles, the Society is committed to building an inclusive culture where all its colleagues can be themselves and thrive, and for the Society to internally reflect the diversity of the wider communities it serves. The Society's culture reflects its shared set of values, beliefs and behaviours, centred

around the acronym PRIDE, that puts its members at the heart of its decision making. The guiding principles of PRIDE are:

- Putting members and their money first.
- Rising to the challenge.
- Inspiring trust.
- Doing the right thing in the right way.
- Empowering each other.

In delivering on these values, the Society equips its people by:

- providing them with the capabilities and skills they need to best serve its members;
- trusting them with accountable freedom, giving them the space to be innovative and flexibility to work remotely;
- developing its leaders and high potential talent to enable a more empowered and agile workforce;
- accessing key skills, talent and new thinking by creating new roles and evolving its workspaces based on its needs for the future;
- simplifying reward and recognition structures to ensure its people feel valued for their contribution; and
- continuing to embed inclusion and diversity in its culture and ways of working, including in its people processes, such as recruitment, talent leadership, reward and progression.

The Society is, and strives to remain, one of the UK's best places to work. It aims to create a distinctive experience for its colleagues, embedding the positive new ways of working learned from the Covid-19 pandemic, to support their performance, learning and growth and with a focus on inclusion and wellbeing. The Society took several steps to alleviate anxiety for its colleagues during the Covid-19 pandemic, including pledging to no compulsory redundancies in 2020, and introducing a wellbeing app to support mental health, which over a third of its colleagues went on to download.

### ***Building legendary service***

The Society's ambition is for members to experience its service as heartfelt, easy, lifelong and personal. It aims to be a leading brand for customer service, both among its peer group and across all sectors in the UK, as it:

- continues to evolve the role of its branches, by developing a multi-skilled, flexible workforce to support the parts of the Society where member demand for its services is highest;
- invests in growing its digital capabilities and expertise, as it reshapes itself for an increasingly digital world, which has been accelerated by the Covid-19 pandemic;
- provides easy and seamless access to its people and technology, improving its members' digital experiences, and being there for its members when they need it;
- delivers on members' expectations by getting it right first time; and

- continues to support UK high streets and communities through the extension of its “Branch Promise” that a branch will remain in every town or city in which there’s one today, until at least 2023.

The Society believes that delivering leading levels of member satisfaction is a key point of differentiation for it and an important driver in helping to grow its membership. The Society measures its service satisfaction performance among its peer group (defined as competitors with main current account market share greater than 3.5 per cent. as of April 2021) using an independent survey (Financial Research Survey) conducted by market research experts, Ipsos MORI. Its strategic target for the year ending 4 April 2022 is to be best for customer satisfaction in its peer group, with a lead of at least 2 percentage points ahead of its nearest competitor. For the 12 months ending 31 March 2021, the Society’s lead was 1.6 percentage points. During the year, the Society has seen a rise in the number of members interacting with it digitally, in part driven by the restrictions of the pandemic. Members who actively used the Society’s mobile app grew by 13 per cent. to 3.7 million (2020: 3.3 million), representing over half of all active current account members. The number of members interacting with the Society through digital channels such as browser-based messaging, Webchat and Apple Business Chat grew by 29 per cent. to 2.9 million (2020: 2.3 million), and 76 per cent. of all product sales were made through digital channels (2020: 62 per cent.).

The Society also has a strategic target to be among the top five organisations across all sectors for customer service, as measured by the Institute of Customer Service’s UK Customer Satisfaction Index (**UK CSI**). In the latest survey (July 2021), the Society ranked joint 19th<sup>2</sup>.

Through the Covid-19 pandemic, the Society coordinated its efforts to maintain service and support for its members. Branch colleagues handled calls alongside the call centre as member demand for the Society’s services increased; it enabled remote working for colleagues; enhanced member-facing voice and video capability and provided additional support measures for its vulnerable members, such as cash deliveries and a dedicated phone line.

### ***Building thriving membership***

The Society can support its members in achieving their financial goals, wherever they are in life, whether home ownership, saving for the future, or helping them with their day-to-day finances. As the Society deepens its relationships with its members, it can help them make more of their money and improve their financial wellbeing. The Society will deliver real value to its membership by:

- innovating its savings proposition, in a low bank base rate environment, to find new ways to reward members and encourage saving, such as with its prize draw savings accounts; and
- delivering a membership proposition that recognises loyalty by rewarding its most committed members.

Growing its base of committed members allows the Society to bring the benefits of mutuality to a wider population. It measures its performance through the number of committed members. A committed member is one who holds at least two engaged membership products with the Society (current account, £1,000 in savings or a mortgage with a balance greater than £5,000) or one engaged membership product plus either a personal loan, credit card, home insurance, or an investment and protection product. The Society aims to maintain 3.6 million committed members in 2022. As at 4 April 2021 the Society had 3.6 million committed members, up from 3.5 million as at 4 April 2020 and 3.4 million as at 4 April 2019.

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<sup>2</sup> Source: Institute of Customer Service UK Customer Satisfaction Index (UKCSI) as at July 2021.

## ***Building a national treasure***

The Society's ambition is to be considered a 'national treasure' in British society, by making a difference in its communities and society, and being recognised as a responsible, sustainable and caring provider of financial services. It will continue to leverage the mutual difference that sets its brand apart by:

- leading by example, being an influencer and having a bolder voice on the things that matter most to UK society;
- leveraging data to provide personalised member insight and propositions; and
- aligning the Society's social investment agenda with its purpose of 'building society, nationwide', through a focus on housing initiatives.

The Society continues to be the UK's most trusted financial brand amongst non-customers<sup>3</sup> and joint most trusted amongst customers (together with First Direct)<sup>4</sup>. Its mutual difference and ethic of care has never been more relevant and the Society is committed to progressing bold initiatives that support its ambition to re-build society, nationwide. Aligned to this, in 2020, the Society announced its five Mutual Good Commitments, centred around:

- helping to achieve safe and secure homes for all;
- leading the greening of UK homes;
- supporting its members' financial wellbeing;
- championing thriving communities; and
- internally reflecting the diversity of society.

## **Climate Change**

The Society realises the impact climate change could have on its members, their homes and wider society, and since 2019, in working towards meeting the requirements of the PRA's Supervisory Statement 3/19 (*Enhancing banks' and insurers' approaches to managing the financial risks from climate change*), it has been enhancing and embedding its capabilities to monitor and manage the impact of climate change. The Society considers climate change risk to manifest across two main causes, physical and transition risk:

- **Physical risk** – the risk arising from the risks arising from the increasing severity and frequency of climate and weather-related events such as flooding.
- **Transition risk** – the risks which could result from the process of adjustment towards a lower carbon economy such as through developments in policy and regulation, emergence of disruptive technology or business models, shifting societal preferences, or evolving legal interpretations.

The Society conducts physical risk assessments on properties it lends on at the point of mortgage origination, in line with its lending criteria. This allows different methods of valuation (the automated valuation model, desktop full physical) to be mandated, and informs whether the property is fit for mortgageable purposes and the property's current value.

The Society uses energy performance certificate (EPC) data to inform its transition risk assessment and the application of lending policy. An EPC is required every time a property is built, sold or rented and is valid for

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<sup>3</sup> Nationwide Brand Guidance Study – compiled by Kantar, based on Non-Customer responses (12 months ending 31st August 2021). Financial brands included Nationwide, Barclays, Co-operative Bank, First Direct, HSBC, Lloyds, Monzo, NatWest, Santander, Starling Bank and TSB.

<sup>4</sup> Nationwide Brand Guidance Study – compiled by Kantar, based on Customer responses (12 months ending 31st August 2021). Financial brands included Nationwide, Barclays, Co-operative Bank, First Direct, HSBC, Lloyds, Monzo, NatWest, Santander, Starling Bank and TSB.

10 years; therefore, only around half of the Society’s mortgage properties have a current EPC. The Society has developed an internal model to forecast the EPC ratings of properties within its mortgage portfolio, based on a property’s unique characteristics and that of similar properties, for those properties which do not have a valid EPC.

The Society’s purpose of “building society, nationwide” aligns with the need to transition to a net zero economy – to achieve an overall balance between greenhouse gas emissions produced and taken out of the atmosphere. UK homes and the energy they consume account for 21 per cent.<sup>5</sup> of the UK’s carbon emissions and many of the homes being built today are still not energy efficient enough to meet the requirements for a net zero economy.

In 2020, the Society launched its Mutual Good Commitments, which included the ambition to lead the greening of UK homes. To support this, the Society has the ambition that at least 50 per cent. of its mortgage portfolio will have an EPC rating of C or above by 2030. As at the 4 April 2021 around 36 per cent. of its mortgage portfolio was rated EPC C or above.

In June 2021, the Society pledged to a Net Zero future by joining the UN-backed Net-Zero Banking Alliance and becoming part of the Glasgow Financial Alliance for Net Zero, helping transition the economy to net zero emissions by 2050. In support of this commitment, the Society has signed up to the Science-based Target Initiative’s (SBTi) 1.5-degree Business Ambition. The SBTi set the industry standards for the setting of science-based targets. The Society has begun the process of exploring setting these science-based targets and developing a transition plan to detail how it intends to achieve them.

The Society has been carbon neutral for its scope 1 (direct emissions from owned sources such as emissions from the Society’s car fleet) and scope 2 (indirect emissions from the generation and consumption of purchased electricity and heating such as the electricity bought by the Society to power its branches) emissions since April 2020. The Society has also disclosed its scope 3 (all other indirect emissions that occur in our value chain such as emissions from the Society’s mortgage properties) emissions in line with the Partnership for Carbon Accounting Financials’ methodology.

The Society’s emissions are detailed in its climate-related financial disclosures, issued alongside its 2020/21 annual report and accounts, and aligned to the recommendations of the Financial Stability Board’s Taskforce on Climate-related Financial Disclosures (TCFD) and its objective to improve and increase the reporting of climate-related financial information. The Society has been, and remains, an official supporter of the TCFD since 2019.

In support of its Net Zero aims, the Society continues to develop new and innovative propositions to help combat climate change. In the past year, the Society has launched:

- a Green Additional Borrowing mortgage product for its members, and a Green Further Advance Mortgage for its TMW customers, to help make energy efficient home improvements; and
- a Green Reward Mortgage product, offering cashback to members who purchase properties with an EPC of A or B.

In 2021, the Society further enhanced its internal climate change scenario analysis capabilities and understanding of both the physical and transition climate risks within its balance sheet, through its participation in the PRA’s inaugural Climate Biennial Exploratory Scenario. The Society recognises that it alone cannot improve the energy efficiency of UK homes, which is why it is also working with government and industry to make the greening of UK homes a reality.

## History and Development

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<sup>5</sup> Department for Business, Energy & Industrial Strategy – 2020 UK greenhouse gas emissions, provisional figures – published 25 March 2021



Building societies have existed in the UK for over 200 years. From the outset, they were community-based, cooperative organisations created to help people purchase homes. The main characteristic of building societies is their mutual status, meaning that they are owned by their members, who are primarily retail savings and residential mortgage customers. The Society's origins date back to the Southern Co-operative Permanent Building Society (1884). Over time, this entity merged with similar organisations to create Nationwide Building Society.

Over the past 30 years, many building societies have merged with other building societies or demutualised and transferred their businesses to existing or specially formed banks. As a result, the number of building societies in the UK has fallen dramatically over the same period. One consequence of this decrease is that the majority of the Society's competitors are banks. The Society believes that its mutual status allows it to compete successfully with banks, and it is the strategy of the Society to remain a building society.

In 1997, when many of the competitors of the Society that were building societies demutualised, the Society experienced a sharp increase in the number of new UK member retail savings accounts. It believes that many of these accounts were opened because customers expected the Society to demutualise and wanted to receive any associated windfall distributions. At its annual general meeting in 1998, its members voted against a proposal to demutualise and no subsequent motion to demutualise has since been proposed at a general meeting of the Society. In order to prevent the disruption caused by speculative account opening, the Society has generally required all new members opening accounts after November 1997 to assign to charity any windfall benefits which they might otherwise have received as a result of a future demutualisation. As such, a majority of members would not benefit personally from either a demutualisation or takeover of Nationwide, significantly lessening the incentive to vote for demutualisation or any proposed takeover of the Society by a competitor which is incorporated as a limited liability company.

The Society has been involved in a number of mergers and acquisitions in recent years. It merged with Portman Building Society in August 2007 and with Cheshire Building Society and Derbyshire Building Society in December 2008. In March and June 2009, it also acquired selected assets and liabilities of Dunfermline Building Society. It believes these developments have added value to the Society, improved its distribution footprint, helped to grow the membership and are a testament to the strength of the Society and its ability to provide support to other building societies.

During the year ended 4 April 2017 and in line with its core purpose of 'building society, nationwide', the Society decided to exit its offshore deposit taking business in the Isle of Man and also announced the closure of its Republic of Ireland branch operations. In addition, the Society ceased to advance new commercial loans as it has determined that the commercial lending business is no longer a good fit with its core purpose.

### **Group Structure and Principal Subsidiaries**

The Society is the principal holding entity of the Group and the main business of the Group is conducted by the Society. The Society's interests in its principal subsidiary undertakings, all of which are consolidated, as at 4 April 2021 are set out below:

<b>100% held subsidiary undertakings</b>	<b>Nature of business</b>
Nationwide Syndications Limited	Syndicated lending
The Mortgage Works (UK) plc	Centralised mortgage lender
Derbyshire Home Loans Limited	Centralised mortgage lender
E-Mex Home Funding Limited	Centralised mortgage lender
UCB Home Loans Corporation Limited	Centralised mortgage lender

All the above subsidiary undertakings are limited liability companies which are registered in England and Wales and operate in the UK and, with the exception of Nationwide Syndications Limited, they are all regulated entities.

Nationwide Syndications Limited is a wholly owned mortgage lender specialising in syndicated commercial loans to registered social landlords (**RSL**). Nationwide Syndications Limited has ceased to offer new lending.

The Mortgage Works (UK) plc (**TMW**) is a wholly owned centralised mortgage lending subsidiary, specialising mainly in residential BTL lending to individuals. As at 4 April 2021, it had mortgage assets of £38.0 billion.

Each of Derbyshire Home Loans Limited, E-Mex Home Funding Limited (**E-Mex**) and UCB Home Loans Corporation Limited (**UCB**) is a wholly owned subsidiary that has ceased to offer new lending.

The Society also has interests in structured entities. A structured entity is an entity in which voting or similar rights are not the dominant factor in deciding control. Structured entities are consolidated when the substance of the relationship indicates control.

The table below provides details of these entities as at 4 April 2021.

<b>Group undertaking</b>	<b>Nature of business</b>	<b>Country of registration</b>	<b>Country of operation</b>
Nationwide Covered Bonds LLP	Mortgage acquisition and guarantor of covered bonds	England and Wales	UK
Silverstone Master Issuer plc	Funding vehicle	England and Wales	UK
Silverstone Funding No. 1 Limited	Funding vehicle	England and Wales	UK

## **Business of the Society**

### ***Retail business***

The Society's retail business aims to offer its customers a full range of personal financial services products comprising residential mortgage lending, a range of savings products as well as investments and general insurance solutions, both directly and through intermediary sales channels.

### ***Residential mortgage lending***

The vast majority of the lending portfolio of the Society consists of UK residential mortgage loans to individuals. These loans are secured on the residential property of the borrower on terms which allow for repossession and sale of the property if the borrower breaks the terms and conditions of the loan. This lending can take the form of either prime residential lending (where the borrower is the owner and occupier of the mortgaged property and meets the Society's credit requirements for prime lending) or BTL and legacy residential lending (which are loans advanced to borrowers who intends to let the mortgage property). The Society's policy is for all residential mortgage loans to individuals to be fully secured first priority loans on the mortgaged property, to ensure that the Society's claim to the property, in the event of default, is senior to those of other potential creditors. As a result, its residential mortgage lending to individuals carries lower risk than many other types of lending.

As at 4 April 2021, the Group was the second largest mortgage lender in the UK (as measured by total loans outstanding and calculated by the Society based on BoE data and publicly available financial information). Its residential mortgages are generally for terms of 20 to 30 years. While many customers remain with the Society for much or all of this term, some customers redeem their mortgage earlier than this in order to remortgage to another lender or for other reasons. The minimum life of a mortgage is usually between two and five years, depending on the terms of the customer's initial product, although the Society generally retains approximately 70 to 80 per cent. of customers when they reach the end of a product.

The table below shows a breakdown of the Society's prime, BTL and legacy residential mortgage lending outstanding balances as at 4 April 2021.

	<b>As at 4 April 2021</b> (£ billion)
Prime .....	149.7
BTL and legacy <sup>(1)</sup> .....	41.2
<b>Total</b> .....	<b>190.9</b>

<sup>(1)</sup> This category of lending was previously referred to as specialist lending.

Source: Nationwide Building Society – audited financial statements for the year ended 4 April 2021

The Society offers BTL and legacy UK residential mortgage lending to individuals, comprising lending to private landlords (BTL) smaller portfolios in run-off (legacy). As at 4 April 2021, the Society's outstanding BTL and legacy UK residential mortgage lending to individuals was £41.2 billion. The BTL and legacy residential mortgage balance is made up of advances made through its specialist lending brands, including TMW. Its outstanding legacy lending loans were advanced primarily in the BTL and self-certification markets. New lending in this category is restricted to BTL through TMW with the Society having withdrawn from the self-certified lending market in 2009.

The Society's BTL and legacy mortgages continue to perform well with cases three months or more in arrears representing only 0.72 per cent. of the total mortgage book as at 4 April 2021. While payment deferrals have helped suppress the flow of cases into arrears, the ability of some borrowers to recover from arrears has slowed given the pressures on income coupled with the suspended flow to possessions following the introduction of the Society's home support package, which included flexibility for mortgage repayments and a pledge for no repossessions before 31 May 2021.

The Society has a national franchise within the UK, with a regional distribution of UK residential mortgage lending to individuals generally matching the regional gross domestic product distribution in the UK.

The table below shows the geographical distribution of the Society's UK residential mortgage loans as at 4 April 2021:

<b>Region</b>	<b>UK residential mortgage lending to individuals as at 4 April 2021</b> %
Greater London .....	33
Central England .....	19

	<b>UK residential mortgage lending to individuals as at 4 April 2021</b>
Northern England .....	15
South East England (excluding London) .....	13
South West England.....	10
Scotland .....	6
Wales.....	3
Northern Ireland.....	1
<b>Total</b> .....	<b>100</b>

Source: Nationwide Building Society – audited financial statements for the year ended 4 April 2021

The Society offers fixed rate and tracker rate mortgages. These products establish a set rate or set methodology for determining a variable rate for a set term, after which the rate reverts to one of its two general variable rates. Its fixed-rate products currently offer a term of two, three, four, five or ten years, but it has from time to time offered longer fixed terms, including 25 years. The Society’s tracker rate products bear interest during the set term (currently two or three years) at a variable rate that is a fixed percentage above the BoE base rate of interest. After the end of the set fixed rate or tracker period, the interest rate reverts to either its base mortgage rate (**BMR**) (if the mortgage was originated on or before 29 April 2009) or its standard mortgage rate (**SMR**) (if the mortgage was originated on or after 30 April 2009). Both the BMR and the SMR are variable rates set at its discretion, except that the BMR is guaranteed not to be more than 2 per cent. above the BoE base rate of interest.

To reduce the costs associated with early repayment of mortgages and to recover a portion of the costs of mortgage incentives, the Society imposes early repayment charges on some products. The early repayment charges generally apply for repayment made prior to the expiration of the fixed or tracker rate for the particular product.

Total gross mortgage lending in the year ended 4 April 2021 was £29.6 billion (year ended 4 April 2020: £30.9 billion) as significantly lower new lending during the first national lockdown was later offset by stronger demand, in part due to the temporary changes to Stamp Duty Land Tax. The Society’s market share of gross lending was 11.1 per cent. (2020: 11.4 per cent.). Total mortgage net lending in the year was £1.9 billion (2020: £2.8 billion). Total gross mortgage balances grew to £191.0 billion (2020: £188.8 billion). Strong buy to let mortgage lending resulted in the buy to let and legacy mortgage balances growing to £41.2 billion (2020: £37.7 billion). Prime mortgage balances declined to £149.8 billion (2020: £151.1 billion) as the Society tightened its lending criteria.

The average loan-to-value (**LTV**) of prime new business completed in the period has reduced to 71 per cent. (4 April 2020: 74 per cent.), reflecting the withdrawal from higher LTV lending at the start of the pandemic. The maximum LTV was initially reduced to 85 per cent. in April 2020 and has since been increased back to 90 per cent. (2020: 95 per cent.). The average LTV of new business for buy to let increased from 65 per cent. to 67 per cent. due to higher proportion of loans being originated close to the maximum allowable LTV of 75 per cent. With house price increases during the year, the average indexed LTV of total loan stock has reduced to 56 per cent. (2020: 58 per cent.).

The Group believes that asset quality has remained strong as a result of its continued prudent approach to lending. The proportion of mortgage accounts three months or more in arrears has increased slightly to 0.43 per cent. as at 4 April 2021, which compares favourably with the UK Finance average of 0.85 per cent. as at the same date.

The table below shows the Group's residential mortgage loans which are three months or more in arrears as a percentage of its total residential mortgage loans as at each of 4 April 2021, 4 April 2020 and 4 April 2019 and the UK Finance average.

	<b>As at 4 April</b>		
	<b>2021</b>	<b>2020</b>	<b>2019</b>
		%	
Prime.....	0.35	0.33	0.35
BTL and legacy .....	0.72	0.74	0.82
<b>Total</b> .....	<b>0.43</b>	<b>0.41</b>	<b>0.43</b>
UK Finance (UKF) industry average....	0.85	0.74	0.78

*Source: audited financial statements for the years ended 4 April 2021, 2020 and 2019.*

In line with regulatory guidance, the arrears figures above do not take into account payment holidays that the Society afforded to its borrowing members in the context of the Covid-19 pandemic. This approach has suppressed the impact of the pandemic on arrears data, and will continue to do so in the short term. The Society continues to monitor developments and updated regulatory guidance on the assessment of payment holidays and other forbearance measures in this context.

The Society utilises an automated credit scoring system to assist in minimising credit risk on residential mortgage lending. The Society's credit procedures for residential mortgage lending take into account the applicant's credit history, loan-to-value criteria, income multiples and an affordability calculation, or shock test, that tests the applicant's ability to service the loan at higher interest rates.

The Society focuses its residential mortgage sales efforts on first-time buyers, subsequent purchasers moving home and the remortgage market. The Society is particularly keen to support its existing members and it has introduced products to support first-time buyers. First-time buyers offer a significant potential for additional sources of income through the distribution of insurance and personal investment products. The proportion of new lending to first time buyers decreased to 27 per cent. during the year ended 4 April 2021 (compared to 33 per cent. of residential mortgage advances to first-time buyers during the year ended 4 April 2020) with the Society's share representing approximately one in seven first time buyers. During the period, as a result of market dislocation due to the pandemic, there has been a movement in the distribution of new business towards remortgages and buy to let lending.

In addition to residential mortgage loans, the Society offers further secured advances on existing mortgaged property to customers consistent with its lending criteria for new residential mortgage loans.

### ***Consumer banking***

Consumer banking balances have decreased to £4.4 billion (2020: £5.0 billion). Consumer banking comprises personal loans of £2.8 billion (2020: £3.0 billion), credit cards of £1.4 billion (2020: £1.7 billion) and overdrawn current account balances of £0.2 billion (2020: £0.3 billion).

Unsecured retail banking products consists of loans that the Society makes to individuals that are not secured on real or personal property. It offers three different forms of unsecured consumer retail banking products: personal unsecured loans; credit card lending; and current accounts with overdraft facilities.

There is a greater risk of loss on unsecured consumer lending than there is on residential mortgage lending because the Society has no security if the borrower defaults on the loan. Accordingly, unsecured consumer lending products bear higher interest rates than the residential mortgage products of the Society. To manage this risk, it uses an automated credit scoring system that is designed to evaluate a borrower's ability to repay the loan.

In addition, the Society assesses all unsecured consumer loans to ensure they remain affordable alongside any mortgage.

### ***Savings***

The great majority of the Society's retail savings are in the form of UK retail member deposits. In addition, the Society has historically accepted offshore deposits and deposits which do not convey member status. As at 4 April 2021, the Society had UK retail member deposits of £170.3 billion, increasing from £159.7 billion at 4 April 2020. UK retail member deposits represented 67 per cent. of the Society's liabilities and reserves as at 4 April 2021.

The growth this year is in current account credit balances and retail savings balances of £8.0 billion and £2.6 billion respectively. Increased current account credit balances were driven by 'forced' saving during the national and regional lockdowns as consumer spending remained subdued. There were savings outflows in H1 2020/21 following the decision to reduce interest rates across the Society's savings range, as a result of the bank base rate reductions in March 2020. However, these were more than offset by savings inflows in the second half of the year reflecting the launch of more competitive propositions including the Society's leading Mutual Reward Bond, Start to Save account and its Triple Access Online account, in addition to NS&I's decision to reduce rates in November. There was a more significant overall increase in deposit balances across the UK as the Society's competitors hold a greater proportion of current account balances which experienced strong growth during periods of lockdown. This has led to a reduction in its deposit stock market share to 9.4 per cent. (2020: 9.9 per cent.). The Society's market share of all current accounts remains stable at 10.2 per cent. (2020: 10.0 per cent.).

The Society provides a wide range of retail savings products that may be repayable on demand or on notice and which may pay a variable or fixed rate of interest. On most retail savings products, it determines variable interest rates at its discretion according to market conditions. Generally, the more restrictions on withdrawal of retail savings, the higher the rate of interest. Balances on all of the Society's notice deposit accounts are, by their terms, withdrawable on demand but, in some cases, subject to loss of interest.

The Society believes that the primary determinant for attracting retail savings is the interest rate offered to savers. As a mutual organisation, it typically sets higher interest rates on its retail savings products than those set by its main competitors. The Society gathers UK retail member deposits from a number of sources, chiefly from its branch network but also by mail and internet-based deposit accounts.

The UK retail member savings market is highly competitive among building societies and banks, including those banks owned by insurance companies and retailers. This competition has increased the relative cost of retail funds, especially new retail funds.

Its retail business also manages a range of business savings accounts that are offered to UK-domiciled small- and medium-sized enterprises, including companies, housing associations, charities and educational organisations. The Society provides a wide range of savings products that may be repayable on demand or on notice and which may pay a variable or fixed rate of interest. On all business savings products, the Society determines variable interest rates at its discretion according to market conditions. Generally, the more restrictions on withdrawal of business savings, the higher the rate of interest.

### ***Personal banking***

Last year, the Society reached a 10 per cent. market share of all current accounts. This year, it has focused on serving its existing members during this uncertain time. However, it maintained its market share, and continued to attract new current account members through the Current Account Switching Service, reflecting its continued appeal to existing and new customers.

The Society began issuing Nationwide-branded Visa credit cards to its customers in 1997. The Society markets and processes credit card applications itself (using its credit scoring system), and an outside contractor is responsible for billing and customer service functions. Credit card holders receive differing credit limits, depending on their credit score. The Society does not charge customers an annual fee for using the credit card.

Credit card lending had overall balances of £1.4 billion at 4 April 2021 (4 April 2020: £1.7 billion).

### ***Other retail services***

The Society's other retail services principally comprise insurance business and investment business.

### **Insurance**

In conjunction with its core business of providing residential mortgage loans and retail savings, the Society develops and markets insurance products branded with its name that are underwritten by third-party insurers and distributes insurance products of other companies.

The insurance products marketed by the Society are:

- buildings and contents insurance, which the Society markets to its residential mortgage customers and non-mortgage customers;
- landlord insurance;
- term income protection insurance, replacing up to 60 per cent. of gross income in case of unemployment; and
- personal accident insurance.

The Society typically uses leading insurers as third-party underwriters for these insurance products. It receives a commission and, in some cases, participates in the profits, but not the losses, from third-party underwritten insurance products that it markets. This provides the Society with a significant source of non-interest income and, in the years ended 4 April 2021, 4 April 2020 and 4 April 2019, it earned £46 million, £50 million and £65 million, respectively, from insurance fees. It generally markets its insurance products to new and existing customers, and it is the Society's policy to offer insurance products at competitive prices and with more comprehensive coverage than those products generally offered by the main competitors of the Society.

### **Distribution network**

The Society's integrated and diversified distribution network allows its customers to choose how and when to undertake their transactions with the Society and has enabled it to expand the Society's business while controlling costs. The distribution network helps the Society to achieve volume growth principally in residential mortgage lending and supports its retail funding activities. Developments in the network have focused on cost efficiency and meeting the needs of customers who are increasingly prepared to transact business by the internet, telephone and mail.

The Society distributes its products primarily through:

- branches;
- call centres;
- mail;

- internet and mobile banking; and
- intermediaries.

The Society also maintains a network of ATMs.

### ***Branches***

The branch network of the Society continues to be a major source of its mortgage lending and retail funding. As at 4 April 2021, it had approximately 652 branches of Nationwide Building Society in the UK.

The Society's goal is to utilise its branch network efficiently. All of its branches market its residential mortgage, retail savings, personal lending, personal investment and insurance products. The Society continues to make significant investment in transforming its products and delivery channels through the implementation of new systems and organisational structures and to meet consumer expectations of digital banking.

### ***Call centres***

The telephone call centres of the Society are open 24 hours a day to service customers and receive calls from potential customers that are interested in its products. In addition, it uses telemarketing to supplement its mortgage, insurance and personal loan marketing.

### ***Internet and mobile banking***

The Society first launched an internet banking service in 1997 and has continued to update the service in line with technological advances and increasing customer expectations. Its website allows customers to transact on their accounts and apply for a broad range of its products online. The Society also allows customers to access and carry out transactions on their accounts using its mobile and tablet applications.

### ***Intermediaries***

A substantial amount of the mortgage sales of the Society are introduced to it by third-party intermediaries. Intermediaries range from large UK insurance companies to small independent mortgage advisers. The Society remunerates intermediaries for introducing mortgage business.

### ***ATMs***

The Society's customers have access to its own network of ATMs, as well as access to ATMs in the UK through the LINK network and world-wide through the Visa network.

### **Commercial business**

The Society's commercial portfolio comprises loans which have been provided to meet the funding requirements of RSL, CRE investors and private finance initiatives (PFI). As at 4 April 2021, this portfolio accounted for 3 per cent. of total loans and advances to customers. Following a strategic review of the commercial lending business, the Society concluded that the CRE and PFI lending is no longer a good fit with its core purpose. The strategy for CRE and PFI lending is now to hold and actively manage the portfolios to maturity in line with contractual terms.

The table below shows the amount and types of loans in the commercial lending portfolio as at 4 April 2021.



	<b>As at 4 April 2021</b>	
	( <i>£ million</i> )	( <i>% of total commercial loans</i> )
Registered social landlords .....	4,828	77
Commercial real estate .....	769	12
Private finance initiative.....	670	11
<b>Total</b> .....	<b>6,267</b>	<b>100</b>

RSL loans are made to UK registered social landlords, are secured on residential property and differ significantly from other loans secured on real property. UK registered social landlords provide affordable housing supported by Government grants. This portfolio historically has carried a lower risk than the Society's other commercial lending activities, and there are currently no arrears of three months or more in the RSL portfolio. To date, the Society has not needed to raise any loss provisions against this portfolio.

CRE portfolio is well diversified by industry type and by borrower, with no significant exposure to development finance.

PFI loans are secured on cash flows from Government-backed contracts such as schools, hospitals and roads under the UK private finance initiative legislation. The Society has not suffered any losses on this lending and there are currently no arrears of three months or more.

### **Head office functions**

The Society's head office functions comprise the executive management and the treasury function together with a range of support functions such as legal and secretariat services, human resources, strategic planning and external relations, finance, risk management, property services and internal audit.

The treasury division centrally manages liquid asset portfolios as well as most of the financial risk exposures and is responsible for wholesale funding activities.

### *Supporting the Society's members*

The Society is seeking to support its members with a range of measures in light of Covid-19, including offering mortgage payment holidays (which, in accordance with regulatory guidance, have not been included within the forbearance population and do not automatically have an impact on the reported staging balances). In addition to an initial offer of three-month mortgage payment holidays in the early stages of the outbreak, the Society has announced its Home Support Package, which includes:

- for members with a Nationwide mortgage, a choice of either flexibility in mortgage payments (such as making reduced payments for a time) or the option to take a new mortgage payment break of up to a further three months;
- for members who have fallen into arrears because of the financial impact of Covid-19 and who continue to work with the Society to help get their mortgage back on track, a commitment not to take any action to repossess their home before 31 May 2021;
- to support those who rent, encouraging landlords who have a buy to let mortgage with Nationwide to pass on payment breaks to tenants; and
- increased provision of housing advice and support, as well as providing extra funding to Shelter (with which the Society has a longstanding partnership) to help pay for more people to take calls on

their helplines, and supporting the introduction of new Shelter community engagement officers to provide community outreach for those people who struggle to access support.

Furthermore and in light of the Covid-19 pandemic, the Society is conscious there is the potential for a great deal of anxiety for its employees about health and livelihoods. To reduce anxiety, and in line with its values, the Society introduced a number of promises to its employees including, notably, a commitment not to make any compulsory redundancies during 2020.

### **Regulatory environment**

The Society's principal regulators are the PRA and the FCA.

The PRA has three statutory objectives: (i) to promote the safety and soundness of the firms which it supervises; (ii) with respect to insurers, to contribute to the securing of an appropriate degree of protection for policyholders; and (iii) a secondary objective to facilitate effective competition. The PRA's regulatory and supervisory approach incorporates three key characteristics: to take a judgement-based approach, a forward-looking approach and a focused-approach.

The FCA has a strategic objective to ensure that the relevant markets function well. In support of this, the FCA has three operational objectives: to secure an appropriate degree of protection for consumers; to protect and enhance the integrity of the UK financial system and to promote effective competition in the interests of consumers.

The Society operates in a heavily regulated environment, which continues to evolve. Recent and near-term changes in the regulatory environment include the following matters.

#### ***Investment Services Regulation***

Directive 2004/39/EC (**MiFID**) and its various implementing measures were recast as a revised directive (Directive 2014/65/EU) (as amended, **MiFID II**) and a regulation (Regulation 600/2014/EU (as amended, the **Markets in Financial Instruments Regulation** or **MiFIR**)) which together regulate the provision of investment services and activities in relation to a range of customer-related areas, including customer classification, conflicts of interest, client order handling, investment research and financial analysis, suitability and appropriateness, transparency obligations and transaction reporting. The changes to MiFID include expanded supervisory powers that include the ability to ban specific products, services or practices. The MiFID requirements were implemented in the UK before the UK's exit from the EU and then amended to reflect the UK's exit from the EU. MiFIR was onshored in the UK by the Markets in Financial Instruments (Amendment) (EU Exit) Regulation 2018 (as amended) (**UK MiFIR**).

#### ***Payment Services***

The Payment Services Regulations 2009 (**PSRs**) were repealed and replaced as a result of PSD2, which has been transposed in the UK through the Payment Services Regulations 2017 and were amended by the Electronic Money, Payment Services and Payment Systems (Amendment and Transitional Provisions) (EU Exit) Regulations 2018 (as amended) and the Financial Services (Electronic Money, Payment Services and Miscellaneous Amendments) (EU Exit) Regulations 2019 (as amended), to reflect the UK's exit from the EU. Key changes introduced by PSD2 include the requirement for account information services and payment initiation services to be regulated, new security requirements, increased reporting obligations and increased focus on consumer protection. There are also changes to the scope of the conduct of business rules and the list of exemptions. In December 2018, the FCA published a policy statement (**PS 18/24**) on its approach to final regulatory technical standards for strong customer authentication (**SCA**) and common and secure open standards of communication (**SCA RTS**) and other related EBA guidelines. PS 18/24 sets out the FCA's approach to the SCA RTS and considers whether bank and other online account providers are properly set up to enable Open

Banking. The SCA requirements were due to come into force in September 2019, but the UK and European authorities have agreed to establish a period of non-enforcement for payment service providers to implement SCA. For online and mobile banking, SCA obligations had to be implemented in the UK by March 2020. For e-commerce, the FCA has given firms until 14 March 2022 to implement SCA (this deadline having been extended due to the Covid-19 crisis. Amended fraud reporting requirements also applied from 1 January 2019. PS 18/24 introduced new rules on reporting complaints about authorised push payment fraud, which came into force on 1 July 2019. The Payment Services (Amendment) Instruments 2018 contain corresponding changes to the FCA Handbook. On 28 January 2021, the FCA opened a consultation on proposals to amend aspects of the SCA RTS, including, amongst other changes, proposing to add a new exemption from SCA for when customers access their account information through an account information service provider and proposals to mandate the use of dedicated interfaces (such as application programming interfaces) by account servicing payment service providers to facilitate third-party provider access to retail and SME customers' payment accounts. The FCA's consultation closed on 30 April 2021, following which the FCA will publish feedback and a policy statement, due in Autumn 2021.

### ***Data Protection***

The General Data Protection Regulation (the **GDPR**) came into force on 25 May 2018 and applies to personal data. The GDPR was onshored in the UK through EUWA, with adjustments as provided in the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019. Its definition is more detailed than the Data Protection Act (**DPA**) and makes it clear that information such as an online identifier (for example, an IP address) can be personal data. It applies to both automated personal data and to manual filing systems where personal data is accessible according to specific criteria. This is wider than the DPA's definition and could include chronologically ordered sets of manual records containing personal data.

### ***Operational Resilience***

On 29 March 2021, the PRA published its Policy Statement PS 6/21 titled '*Operational resilience: Impact tolerances for important business services*'. The Policy Statement provides feedback on the responses to Consultation Paper 29/19, and sets out its policy interventions on operational resilience, effective from 31 March 2022. The regulators expect firms and Financial Market Infrastructures (**FMI**s) to identify their important business services that, if disrupted, could cause intolerable levels of harm to consumers or market integrity, threaten the viability of firms or cause instability in the financial system. Impact tolerances should be set for each important business service and firms and FMI's should take actions to be able to remain within their impact tolerances through a range of severe but plausible disruption scenarios. Firms and FMI's are expected to identify and document the people, processes, technology, facilities, and information that support their important business services. The policy requires boards and senior management to approve the important business services identified for the firms and the impact tolerances set. Boards are expected to ensure they have the appropriate management information, adequate knowledge, skills and experience to provide constructive challenge to senior management and informed decisions that have consequences for operational resilience.

On the same day, the FCA published its Policy Statement PS21/3 titled '*Building operational resilience: Feedback to CP19/32 and final rules*'. These rules and guidance will also come into force on 31 March 2022, and require that:

- by 31 March 2022, firms must have identified their important business services, set impact tolerances for the maximum tolerable disruption and carried out mapping and testing to a level of sophistication necessary to do so. Firms must also have identified any vulnerabilities in their operational resilience; and
- as soon as possible after 31 March 2022, and no later than 31 March 2025, firms must have performed mapping and testing so that they are able to remain within impact tolerances for each important

business service. Firms must also have made the necessary investments to enable them to operate consistently within their impact tolerances.

The Financial Policy Committee (**FPC**) has also undertaken work in this area, with a particular focus on cyber risk. The FPC will ask firms to conduct cyber stress testing. This is planned to take place in 2022. At an international level, the Basel Committee on Banking Supervision (the **Basel Committee**) has established the Operational Resilience Working Group, which published a report on cyber resilience in December 2018. This report identified areas in which further policy work is likely to be undertaken. In view of Covid-19, the Basel Committee also published on 16 April 2020 a brief entitled “*Covid-19 and operational resilience: addressing financial institutions’ operational challenges in a pandemic*”, which states that financial institutions’ cyber resilience processes should remain vigilant in order to identify and protect vulnerable systems. These processes should also be able to detect, respond to cyber attacks and help the institution recover from them. On 31 March 2021, the Basel Committee issued its ‘Principles for operational resilience’ and made revisions to its ‘Principles for the sound management of operational risk’.

### ***Resolvability Assessment Framework***

On 30 July 2019, the BoE and PRA published final rules and policy in relation to the “Resolvability Assessment Framework” (**RAF**), under which the BoE and PRA will assess the readiness of UK banks and building societies for resolution. The framework is set out in a BoE Statement of Policy (**SoP**) and a new Resolution Assessment part of the PRA Rulebook (together with a PRA Supervisory Statement SS4/19). The BoE SoP only applies to UK firms with a bail-in or partial transfer resolution strategy.

The SoP specifies three “resolvability outcomes” which relevant firms must meet – (i) having adequate financial resources in the context of resolution, (ii) being able to continue to do business through resolution and restructuring, and (iii) being able to communicate and coordinate effectively within the firm and with authorities and markets so that resolution and subsequent restructuring are orderly. The new Resolution Assessment part of the PRA Rulebook applies to UK banks and building societies with £50 billion or more in retail deposits (so-called **Major Firms**), and requires them to assess their preparations for resolution and submit reports of their assessment to the PRA every two years. The Issuer is subject to this requirement.

In addition, the BoE will make public statements regarding each Major Firm’s resolvability; these may highlight perceived shortcomings where the BoE considers that the firm in question has more work to do to be resolvable. The initial submission to the BoE was delayed due to Covid-19, and initially published a ‘modification by consent’ to give effect to this. The PRA subsequently published a consultation paper (CP19/20) on 28 October 2020 proposing to amend their rules in accordance with the changes set out in the modification by consent, thereby extending by one year the dates by which firms were first required to submit a report of their assessment of their preparations for resolution to the PRA to 1 October 2021, the Society has submitted its report to the BoE, who will publish a summary of this report by June 2022. The BoE published an updated Statement of Policy which focused on the BoE’s ‘Approach to Assessing Resolvability’, made amendments to the Operational Continuity Part of the PRA Rulebook, as well as publishing a new Supervisory Statement 4/21 on ‘Ensuring operational continuity in resolution’. Resolution continues to be a highly complex and important area for the UK regulators. All of the UK’s largest firms are required to meet the resolution outcomes by 1 January 2022, with the exception of the updated policy on Operational Continuity in Resolution, which has an implementation date of 1 January 2023.

### ***Impact of Brexit***

On 31 January 2020, the UK ceased to be a member of the EU and the EEA. On 24 December 2020, an agreement in principle was reached in relation to the Trade and Cooperation Agreement, to govern the future relations between the EU and UK following the end of the transition period. The Trade and Cooperation Agreement does not, however, create a detailed framework to govern the cross-border provision of regulated financial services from the UK into the EU and from the EU into the UK.

The Trade and Cooperation Agreement is accompanied by the non-binding Joint Declaration committing the UK and the EU to cooperation in matters of financial regulation such as requirements for reporting under MiFID II, certain MAR requirements and the UK binding technical standards on strong customer authentication among others. The Joint Declaration was facilitated by a memorandum of understanding, agreed on 26 March 2021, establishing the framework for this cooperation.

Following the end of the transition period, the EUWA provided that certain existing EU legislation which had direct effect in the UK was retained in UK law as well as existing UK laws which implemented EU obligations. The UK government was given powers to amend this retained EU legislation so that it works effectively when the UK left the EU. The UK government has used this power to make numerous statutory instruments which amended retained EU financial services legislation. The UK government's intention was that the same rules and laws apply at the point the transition period ends, as far as possible, but with the necessary amendments to reflect the UK's position outside the EU.

The UK government has also conferred on the UK financial regulators (that is, the FCA, the BoE and the PRA) responsibility for amending and maintaining certain EU-binding technical standards which were retained in UK law at the end of the transition period. These technical standards specify detailed requirements for the purposes of various EU regulations and directives. In addition, the FCA and the PRA have amended their rules and regulations to ensure that these are consistent with the changes that the UK government made to retained EU law and so that it still works effectively following the end of the transition period.

Accordingly, following the end of transition period, the rules applicable to the Society changed. To help firms, like the Society, to adapt to the new requirements, the UK government has given the UK financial regulators the power to make transitional provisions in relation to financial services legislation for a temporary period. This is known as the **Temporary Transitional Power**. The FCA and the PRA issued directions and guidance according to which the FCA and PRA are applying the Temporary Transitional Power on a broad basis from the end of the transition period until 31 March 2022. Where the Temporary Transitional Power applies, the Society can continue to comply with its existing requirements which applied prior to the end of the transition period for a limited period and use the duration of the Temporary Transitional Power to prepare for full compliance with the new UK regulatory regime by 31 March 2022. However, there are certain areas where the Temporary Transitional Power does not apply. In these areas, the FCA and the PRA stated that they expected firms to comply with the relevant changes from 31 December 2020. These areas include (but are not limited to) requirements on transaction reporting under UK MiFIR, certain requirements under UK MAR and the UK binding technical standards on strong customer authentication, as well as contractual recognition of bail-in rules, contractual stays and changes being made to the rules on depositor and policyholder protection.

Now that the transition period has ended, the Society's preparations have allowed it to comply with the new rules and regulations which took effect from 1 January 2021. Changes implemented within the Society as a result of Brexit were spread across several organisational areas with primary activity occurring within the Product teams.

Under the terms of the EUWA, EU legislation that was adopted but did not apply prior to the end of the transition period (such as provisions being phased in under the EU Banking Reform Package, as defined below) and legislative proposals that were in negotiation but not adopted before the end of the transition period are out of scope of the EUWA. This means these legislative measures that were not a requirement at the end of the transition period do not and will not apply in the UK unless these are separately implemented by the UK government or regulators.

The continuing effects of the UK's departure from the EU are difficult to predict and there remains both short-term and long-term political and economic uncertainty around the departure that may have a negative impact on the UK economy, affecting its growth. Accordingly, no assurance can be given that the UK's withdrawal from the EU will not adversely affect the Society, its financial condition and results of operations and/or the market value and/or the liquidity of the Notes.

## ***Market Competition***

On 28 September 2018, the CMA received a super-complaint from Citizens Advice about loyalty pricing issues in the mobile, broadband, cash savings, home insurance and mortgages markets. The CMA investigated the complaint and published its response on 19 December 2018. In its response, the CMA recommended eight key reforms to address problems related to the “loyalty penalty” across all five markets together with market-specific reforms. In the case of cash savings, the CMA supports the FCA’s work around the introduction of a basic savings rate, as well as recommending that the FCA considers if collective switching can be applied. In relation to mortgages, the CMA strongly supports the FCA’s work on the mortgages market study and recommended that the FCA find out more about customers who could switch, but do not, and look at what measures can be taken to help or protect these customers where needed. The Government responded to the CMA’s recommendations on 18 June 2019 indicating that it welcomed the CMA’s recommendations for financial services and that the FCA has ongoing work in the cash savings, insurance and mortgage markets. In its 2019/2020 Business Plan, the FCA states that it will consider what action will best address the fact that those customers who shop around often get much better rates in the cash savings and insurance market and will publish proposals to address this, including exploring whether price interventions may be relevant.

On 22 September 2020, the FCA published the final report of its market study, proposing significant reform of these markets through measures which seek to enhance competition, ensure consumers will receive fair value, and increase trust in these markets. The reforms proposed by the FCA include that, when a customer renews their home or motor insurance policy, the relevant customer should pay no more than they would if they were new to the provider through the same sales and channels. The FCA also issued a consultation paper CP20/19 considering other new measures to further boost competition and deliver fair value to all insurance customers. These include proposed new product governance rules, additional reporting requirements and rules on making it simpler to stop automatic renewals across all general insurance products. The consultation closed on 25 January 2021. On 23 March 2021, the FCA published a statement on the consultation noting that, although it had not yet reached a final decision on what rule changes it would make, it expected firms to implement the systems and control and product governance changes by September 2021, and pricing and auto-renewal remedies by the end of 2021— see “*CMA and FCA regulation to increase competition*” below for further information in respect of regulatory action to increase competition and to protect customers.

## ***Capital Adequacy***

The EU frameworks for capital adequacy, prudential supervision and resolving failing financial institutions has been significantly overhauled – see “*Capital adequacy and prudential supervision*” below.

## ***Money Laundering***

The Society is subject to a number of EU and UK proposals and measures targeted at preventing financial crime (including anti-money laundering and terrorist financing). This includes the EU’s Fourth Anti-Money Laundering Directive, which was transposed into UK law in June 2017. The EU’s Fifth Anti-Money Laundering Directive came into force in July 2018 and aims to enhance processes to counter money laundering and terrorist financing (including illicit activities related to cryptocurrencies). The Fifth Anti-Money Laundering Directive was transposed into UK law in January 2020 through amendments to the Money Laundering, Terrorist Financing and the Transfer of Funds (Information on the Payer) Regulations 2017. The UK Proceeds of Crime Act 2002 also acts as a crucial pillar in the UK’s anti-money laundering regime. The Money Laundering, Terrorist Financing and the Transfer of Funds (Information on the Payer) Regulations 2017 was again amended by the Money Laundering and Transfer of Funds (Information) (Amendment) (EU Exit) Regulations 2019 (as amended) to reflect the UK’s exit from the EU. The EU’s Sixth Anti-Money Laundering Directive, which establishes minimum rules on the definition of criminal offences and penalties relating to money laundering throughout the EU, came into effect for EU Member States on 3 December 2020. The UK opted out of transposing it on the basis that UK legislation was largely compliant with it already and went further in some

instances. Although unlikely, there remains a risk that the UK regime may diverge from the EU regime in the medium term.

### ***CMA and FCA regulation to increase competition***

Following a market investigation into competition in the personal current accounts and the small and medium-sized enterprises (SME) retail banking markets, the CMA published its final report on 9 August 2016 which identified features of the markets for the supply of personal current accounts, business current accounts and SME lending that are having an adverse effect on competition. The CMA decided on a comprehensive package of remedial measures which included, among other things, the introduction of requirements to prompt customers to review the services that they receive from their bank at certain trigger points and to promote public awareness of account switching. On 2 February 2017, the CMA made the Retail Banking Market Investigation Order 2017 to implement the remedial measures.

The FCA published PS19/16 entitled “*High-Cost Credit Review: Overdrafts policy statement*” on 7 June 2019 setting out the FCA’s final rules. The rules require (among other things) firms to align the prices of unarranged overdrafts so that they are no more expensive than arranged overdrafts and simplify their overdraft pricing structures to charge a single annual rate of interest for both arranged and unarranged overdrafts. The overdraft pricing rules came into force on 6 April 2020 along with the overdraft pricing rules. The FCA published amendments to its rules in PS19/25 on 2 October 2019. The amendments require firms to publish overdraft pricing information alongside information on current accounts. The FCA noted that it will carry out a post-implementation evaluation of its overall package of overdraft remedies around 12 months after the full package of remedies is implemented; the FCA evaluation was expected to start after April 2021.

The FCA is considering introducing new duty of care requirements that could place a general obligation on firms to act in the best interests of consumers. It is possible that changes may be made to the FCA’s rules and guidance, in particular its Principles for Businesses, as a result of requirements for further consultation under the Financial Services Act 2021. On 14 May 2021, the FCA published a Consultation Paper (‘CP21/13: A new Consumer Duty’) to consider the possibility of introducing a new duty of care for financial services firms. The proposed Consumer Duty would impose on firms an obligation to adhere to higher standards of consumer protection in retail financial markets and represents a ‘paradigm shift’ in consumer finance regulation. The consultation closed on 31 July 2021, with a second consultation due by 31 December 2021. The FCA will make any new rules by 31 July 2022.

The aim of Open Banking is to create more transparency and fairness in the UK banking and financial services market through greater competition and innovation. Open Banking requires financial institutions such as the Issuer to provide registered third party organisations with transactional information where the consent of the customer or member is provided, and also to make public and openly share their product information, as well as customer satisfaction scores and other service level indicators. This makes it possible for consumers to share their financial transactional data more easily with third parties online, allows third parties to initiate payments directly from a person’s account as a bank transfer as an alternative to credit or debit card payments, and enables customers or such third party providers to more easily compare products offered by different institutions. This offers the prospect of an enhanced banking experience for the customer – for example, providers could offer comparison and switching services to help customers identify the best financial products for them and, over time, potentially enable customers to automate management of their finances to some degree, such as authorising service providers to transfer their finances to more competitive products on a regular and ongoing basis.

Open finance would extend open banking principles to give consumers and businesses more control over a wider range of their financial data, such as savings, insurance, mortgages, investments, pensions and consumer credit. It has the potential to increase competition among financial service providers and is aimed at delivering benefits for consumers and open finance participants alike.

In view of the COVID-19 pandemic, the CMA published a statement on 30 April 2020, setting out its general views about how the law operates in relation to cancellation and refunds, noting that ultimately the position will be determined by the courts. This is mainly relevant to unregulated consumer credit or hire agreements. The guidance clarifies consumers' rights and could result in greater number of cancelled agreements. On 22 July 2019, the European Commission issued guidance notice on the interpretation of the Unfair Contract Terms Directive 93/13/EEC (**UCTD**) (implemented in the UK through the Consumer Rights Act 2015). This guidance aims to present, in a structured way, the case law of the Court of Justice of the EU, in order to facilitate effective application of the UCTD in the EU and EEA member states. This guidance may be taken into account by the UK courts when determining if a term is unfair.

This area of law is rapidly developing and new regulatory guidance and case law as a result of this new legislation can be expected. During a House of Commons debate on 11 February 2020, the Parliamentary Under-Secretary of State of the Department for Business, Energy & Industrial Strategy (**BEIS**), announced that that BEIS will publish a consumer and competition Command Paper in spring 2020 and carry out a five-year review of the Consumer Rights Act 2015 later in the year. A consultation on 'Reforming competition and consumer policy' was published on 20 July 2021, closing on 1 October 2021. The status of the Consumer Rights Act 2015 review is unknown, although a House of Commons Briefing Paper on the 'Consumer Rights Act 2015' was published on 6 March 2020. In addition, the 'Reforming competition and consumer policy' paper seeks views on the Consumer Rights Act 2015, as part of the UK consumer protection legal framework.

### ***Capital adequacy and prudential supervision***

#### *Overview of the prudential framework*

Following the global financial crisis which commenced in 2007/8, the Basel Committee issued guidance on a number of fundamental reforms to the regulatory capital framework (such reforms are collectively referred to as **Basel III**), including additional capital requirements, higher capital ratios, more stringent eligibility requirements for capital instruments, leverage ratio requirements and liquidity requirements. The original components of the Basel III reform package were implemented in the EEA through Regulation (EU) No 575/2013 (the **Capital Requirements Regulation** or **CRR**) and Directive 2013/36/EU (the **Capital Requirements Directive** or the **CRD IV**), which were published in the Official Journal of the European Union on 27 June 2013. The CRR established a single set of harmonised prudential rules which apply directly to all credit institutions in the EEA, with CRD IV containing other provisions required to be transposed into national law. CRR gives express recognition for Common Equity Tier 1 capital instruments for mutual and co-operative entities (such as CCDS) and permits the use of a cap or restriction to safeguard the interests of members and reserves. Full implementation began from 1 January 2014, with particular elements being phased in over a period of time, to be fully effective by 2028.

On 7 December 2017, the The Basel Committee's oversight body, the Group of Central Bank Governors and Heads of Supervision (**GHOS**), endorsed the outstanding Basel III post-crisis regulatory reforms (the **final Basel III standards**).

The reforms endorsed by the GHOS are intended to help reduce excessive variability in risk-weighted assets and improve the comparability and transparency of banks' risk-based capital ratios and include the following elements:

- a revised standardised approach for credit risk, to improve the robustness and risk sensitivity of the existing approach;
- revisions to the internal ratings-based approach for credit risk, where the use of the most advanced internally modelled approaches for low-default portfolios will be limited;



- revisions to the credit valuation adjustment (**CVA**) framework, including the removal of the internally modelled approach and the introduction of a revised standardised approach;
- a revised standardised approach for operational risk, which will replace the existing standardised approaches and the advanced measurement approaches;
- revisions to the measurement of the leverage ratio and a leverage ratio buffer for global systemically important banks (**G-SIBs**), which will take the form of a Tier 1 capital buffer set at 50 per cent. of a G-SIB's risk-weighted capital buffer; and
- an aggregate output floor, which will ensure that banks' risk-weighted assets (**RWAs**) generated by internal models are no lower than 72.5 per cent. of RWAs as calculated by the Basel III framework's standardised approaches. Banks will also be required to disclose their RWAs based on these standardised approaches.

On 23 November 2016, the European Commission published a package of legislative proposals providing for reform of the prudential and resolution frameworks for EU banks and credit institutions, including the implementation of certain additional elements of Basel III (though not all of the final Basel III standards) and of the Financial Stability Board's proposed minimum total loss-absorbing capacity standards. These proposals covered amendments to CRR, CRD IV, the BRRD and Regulation (EU) No. 806/2014 (the **Single Resolution Mechanism Regulation** or **SRMR**). The final legislation implementing these proposals was published in the Official Journal of the European Union on 7 June 2019. The legislation consists of Regulation (EU) No. 2019/876 (**Capital Requirements Regulation II** or **CRR II**), Directive (EU) No. 2019/878 (**Capital Requirements Directive V** or **CRD V**), Directive (EU) No. 2019/879 (**BRRD II**) and Regulation (EU) No. 2019/877 (**SRMR II**) and came into force on 27 June 2019 (together the **EU Banking Reform Package**), with certain provisions applying from 27 June 2019, one provision relating to exemptions from deductions of equity holdings applying retrospectively from 1 January 2019 and other provisions gradually being phased in and/or being subject to national implementation. Most CRR II provisions applied from 28 June 2021, which is after the transition period, and as such the CRR II provisions were not on-shored into UK law. To implement the remaining elements of the Basel Standards in to the UK, HM Treasury has revoked a number of existing CRR articles and the PRA published the policy statement 17/21 in July 2021 covering the following elements:

- revisions to the standardised approach for counterparty credit risk;
- a binding net stable funding ratio (**NSFR**) (which requires credit institutions and systemic investment firms to finance their long-term activities (assets and off-balance sheet items) with stable sources of funding (liabilities) in order to increase banks' resilience to funding constraints). This means that the amount of available stable funding will be calculated by multiplying an institution's liabilities and regulatory capital by appropriate factors that reflect their degree of reliability over a year. The NSFR will be expressed as a percentage and set at a minimum level of 100 per cent., indicating that an institution holds sufficient stable funding to meet its funding needs during a one-year period under both normal and stressed conditions;
- amendments to regulatory returns and disclosure templates; and
- introduction of disclosures for Interest Rate Risk in the Banking book into Pillar 3. This refers to the current risk to capital and earnings from adverse movements in interest rates that impact the banking book positions. When interest rates change, the present value and timing of future cash flows also alters.

Policy statement 17/21 will be implemented in the UK by 1 January 2022.

Under the terms of the Withdrawal Agreement, the UK was required to transpose CRD V into national law, given that the application date (29 December 2020) fell before the Brexit transition period ended – this Directive, with some exceptions (including those aspects due to enter into force after 31 December 2020), now forms part of retained or onshored EU law in the UK. Equally, those provisions of the CRR II and BRRD II which applied before the end of the transition period also form part of retained EU law, with some exceptions. See “*Impact of Brexit*” above and “*Post-Brexit changes to the UK prudential and resolution regimes*” below for further information.

On 29 April 2021, the UK’s Financial Services Act 2021 (the **FSA 2021**) received Royal Assent. A key element of the FSA 2021 is the UK implementation of the outstanding Basel III standards. The FSA 2021 provides for the implementation of those aspects of the Basel III standards (which were finalised between 2010 and 2017) that were introduced into the EU as part of the EU Banking Reform Package but that did not apply across the EU until after the end of the Brexit transition period, and consequently were not implemented in the UK. It also provides for the implementation of the final Basel III standards agreed between 2017 and 2019 (for example, in relation to the calculation of riskweighted assets) that have not yet been implemented by either the EU or the UK.

The Government and the PRA remain committed to the UK’s implementation of the Basel standards. A consultation on the UK implementation of the final Basel III standards is anticipated in Q4 2021 with the resulting Policy Statement anticipated in Q3 2022. The Basel implementation deadline is 1 January 2023.

#### *Revisions to the BRRD framework*

The EU Banking Reform Package also included a number of significant revisions to the BRRD (known as **BRRD II**, as explained above). The BRRD II proposals were finalised in June 2019 and were due to be implemented in member states by 28 December 2020 with certain requirements relating to the implementation of the total loss absorbing capacity (**TLAC**) standard applying from 1 January 2022 and additional MREL (as defined below) requirements from January 2024. The UK implemented the majority of the BRRD II provisions which became applicable on 28 December 2020 (although certain of those provisions were subject to a ‘sunset’ clause which disappplied them from 1 January 2021) but not those which became applicable on or after 1 January 2021. See the sections titled “*Impact of Brexit*” above and “*Post-Brexit changes to the UK prudential and resolution regimes*” below for further information.

The effects of BRRD II (including in the form adopted in the UK) will be wide-ranging and, in particular, it will impact how institutions, such as the Society, absorb losses in certain stressed scenarios.

There remains a risk that the UK regulators and/or authorities can make an instrument or order under the Banking Act in respect of the entities referred to above and/or that related parties could be adversely affected by any such instrument or order if made.

#### *The Society’s capital requirements*

- **Risk-based capital requirements:** Under the current prudential framework as at the date of this Base Prospectus, the Society is required to hold a minimum amount of regulatory capital equal to 8 per cent. of its risk-weighted assets (the **Pillar 1 requirement**), plus certain additional CET1 capital buffers (the **buffer requirement**). CRDV, including as transposed and on-shored in the UK, also provides that an additional buffer requirement may be extended to EU credit institutions designated as ‘other systemically important institutions’ (**O-SIIs**). The Society is not presently designated as a ‘global systemically important institutions’ (**G-SII**) but has been designated as an O-SII. In line with changes to the Systemic Risk Buffer (**SRB**) and O-SII buffers introduced pursuant to the EU Banking Reform Package, the PRA confirmed, in Consultation Paper 17/20 “*Capital Requirements Directive V (CRD V): Further implementation*” (**CP17/20**), that it intended to recalibrate these two buffers, with the O-SII buffer replacing the function currently performed by the SRB. Accordingly, the O-

SII buffer will be used to reflect an institution's domestic and global systemic importance, and the SRB will be used to prevent and mitigate macroprudential or systemic risks not otherwise covered by Pillar 1 requirements or the O-SII buffer. O-SII buffer rates set by the PRA would be cumulative with any SRB rate set by the PRA, but the PRA confirmed in CP17/20 that it did not intend to set an SRB immediately under this new approach. The PRA confirmed in December 2020 that SRB rates would be maintained at the rates set in December 2019 until the PRA reassesses rates in December 2022, to take effect from January 2024. This decision also confirmed that the O-SII buffer would be set at the same rate as firms' current SRB. The Society's total buffer requirement, as at the date of this Base Prospectus, is equal to 3.5 per cent. of risk-weighted assets (comprised of a capital conservation buffer of 2.5 per cent. of RWAs, a counter-cyclical buffer of 0 per cent. of RWAs and an O-SII buffer of 1.0 per cent. of RWAs). In December 2022, the PRA expects to set an O-SII buffer consistent with its statement of policy (*'The PRA's approach to the implementation of the systemic risk buffer'*) and the FPC's framework for the systemic risk buffer. In doing so, the PRA will take account of the evolution in firms' balance sheets in response to Covid-19 and the extent to which they are temporarily inflated. Any decision on O-SII rates taken in December 2022 would take effect from January 2024.

In addition, the PRA may impose additional individual capital requirements on the Society, which may comprise an add-on to the Pillar 1 requirement (the **Pillar 2A requirement**) to address risks to the Society which the PRA considers are not adequately covered by Pillar 1 requirements, and/or an add-on to the buffer requirement (the **Pillar 2B requirement**, also known as the **PRA buffer**) to provide for additional capital buffers as a mitigation against future possible stress periods. The PRA presently requires that the level of the PRA buffer is not publicly disclosed. The Society's Pillar 2A requirements must be met with at least 56.25 per cent. CET1 capital, at least 75 per cent. Tier 1 capital and not more than 25 per cent. Tier 2 capital. Its Pillar 2B requirements must be met solely with CET1 capital. The Society may also decide to hold additional amounts of capital, as part of its risk and growth strategies.

As at 4 April 2021, the Society's common equity tier 1 ratio was 36.4 per cent. and its total regulatory capital ratio was 49.1 per cent.

- **Leverage-based requirements:** The UK leverage ratio framework is intended to mirror aspects of the risk-weighted capital requirement. The calculation determines a ratio based on the relationship between Tier 1 capital and total exposures (i.e. non-risk-weighted assets), including off-balance sheet items. The leverage ratio does not distinguish between unsecured and secured loans, nor recognise the ratio of loan to value of secured lending. The UK leverage ratio was originally set at 3 per cent. of risk-weighted assets and in 2017 was increased to 3.25 per cent. of exposures (excluding central bank reserve exposures), to reflect the removal of central bank deposits from the leverage exposure measure. At least three-quarters of the leverage ratio requirement must be met with CET1 capital and up to one-quarter may be met with Additional Tier 1 capital. In addition, the UK leverage ratio framework includes two additional buffers that are to be met using CET1 capital only: an Additional Leverage Ratio Buffer (**ALRB**), applying to the largest UK banks and building societies and set at 35 per cent. of the corresponding risk-weighted systemic buffer rate, and a macroprudential Countercyclical Leverage Buffer (**CCLB**), which is set at 35 per cent. of the corresponding risk-weighted countercyclical buffer (and rounded to the nearest 0.1 per cent., with 0.05 per cent. being rounded up).

The Society's UK leverage ratio was 5.4 per cent. at 4 April 2021. Given the nature of the Society's balance sheet, which is underpinned by residential mortgage assets with a low risk profile (as demonstrated by a low level of arrears compared to the industry average), the Society's current binding capital constraint is based on leverage-based (rather than risk-based) capital requirements. Based on the Society's current understanding of the proposed changes to risk-weights, and subject

to final implementation, the Society currently expects that the leverage ratio will continue to be its binding capital constraint in the near-term. Future changes to the leverage ratio calibration – including (without limitation) changes to the counter-cyclical buffer applicable to the Society, which in turn impacts the Society’s CCLB as described above - could, therefore, have a significant impact on the financial condition and prospects of the Society.

Internationally, the leverage ratio is a key element of the post-crisis regulatory reform agenda. The UK’s FPC remains committed to the implementation of robust prudential standards in the UK and has committed to reviewing the UK leverage ratio framework in the context of international developments.

In October 2021, together with the PRA, the FPC published Policy Statement 21/21 on changes to the UK leverage ratio framework. The PRA has approved the creation of a single leverage exposure measure that applies for all purposes, updated reporting and disclosure requirements, confirmed the maintenance of the central bank claims exclusion from UK leverage ratio measure and the application of a PRA supervisory expectation of risk of excessive leverage for firms not subject to a minimum requirement. The FPC has not made any changes to the calibration of the leverage ratio buffers and clarified that the ALRB (which is set at 35 per cent. of a firm’s risk-based G-SII and O-SII buffer), remains relevant only to firms with an active G-SII or O-SII riskweighted buffer.

### *RWA floors and IRB modelling*

The Basel Committee published their final reforms to the Basel III framework in December 2017. The amendments include changes to the standardised approaches for credit and operational risks and the introduction of a new RWA output floor. The rules are subject to a transitional period from 2023 to 2028 (having been deferred by 12 months in light of Covid-19). On 2 August 2019, the EBA published its draft policy advice on (amongst other things) the Basel III output floor. The EBA recommended that:

- the output floor, at the 72.5 per cent. level set in the Basel agreement, should be implemented by EU institutions;
- the floored RWAs should be used as the basis across RWA-based capital requirements (including the minimum capital requirement, Pillar 2 requirements and buffer requirements) and at all levels of a banking group (including group consolidated, sub-consolidated and individual level);
- the implementation of the output floor should follow the five-year transitional path from 2022 (since postponed to 2023 under the CRR Quick Fix, as defined below) as set out in the Basel III agreement, including the transitional cap of a 25 per cent. increase in RWA; and
- the legislation implementing these changes to the Basel III framework should clarify that the principal loss absorption trigger in Additional Tier 1 instruments should be based on floored ratios (i.e. the Common Equity Tier 1 ratio(s) based on the floored RWAs).

On 5 March 2020, the EBA published an additional analysis regarding the output floor. The analysis is based on a sample of 221 institutions belonging to 51 banking groups. Overall, the EBA concluded that the impact of applying the output floor at the individual level does not seem to be particularly high (with the exception of co-operative banks, for which the output floor is the main driver, but for which the overall impact of the reform is the lowest).

Following the expiration of the Brexit transition period, the application of the output floor in the UK is a matter for the UK legislature and the Issuer’s prudential regulators. HM Treasury and the PRA confirmed in April 2020 that they remain committed to the full, timely and consistent implementation of the Basel standards and will work together towards a UK implementation timetable that is consistent with the one year delay to the

implementation of the December 2017 reforms announced by the Group of Central Bank Governors and Heads of Supervision in March 2020.

On 29 April 2021, the FSA 2021 received Royal Assent. A key element of the FSA 2021 is the UK implementation of the outstanding Basel III standards including the final Basel III standards. The FSA 2021 enables the implementation of the outstanding Basel III standards by giving HM Treasury the power to repeal the elements of UK CRR that need to be updated to reflect the latest Basel standards. Following repeal, many of the updates will be implemented through rules made by the PRA. This will primarily involve technical changes to the UK prudential framework as it relates to credit risk, market risk, counterparty credit risk, operational risk, large exposures, collective investment units, liquidity standards and reporting, among others. A consultation on the UK implementation of the final Basel III standards is anticipated in Q4 2021 with the resulting Policy Statement anticipated in Q3 2022. The Basel implementation deadline is currently expected to be 1 January 2023.

In addition, in June 2017, the PRA published a policy statement relating to residential mortgage risk-weights, including proposals to align firms' IRB modelling approaches for residential mortgage risk-weighted assets and sets out a number of modifications to the IRB modelling methodologies for residential mortgages. The PRA has set the expectation for firms to update IRB models by 1 January 2022.

On 14 May 2020, the PRA published a policy statement on probability of default and loss given default estimation for credit risk (PS11/20). The provisions in this policy will take effect on 1 January 2022.

The PRA published a Policy Statement, '*Internal Rating Based UK mortgage risk weights: Managing deficiencies in model risk capture*' on 6 July 2021 implementing an exposure weighted average risk weight of at least 10 per cent. for all UK residential mortgage exposures to which a firm applied an IRB approach. The PRA made a number of changes to its draft proposals in CP14/20, namely: (i) the PRA decided not to introduce the proposed 7 per cent. minimum risk weight expectation on individual UK mortgage exposures. Instead, the PRA stated that it would consider carefully the calibration of the incoming PD and LGD parameter floors for mortgage exposures as part of the PRA's implementation of the final Basel III standards; and (ii) mortgage exposures classified as in default will be excluded from the 10 per cent. average minimum risk weight expectation. The Policy Statement will be implemented on 1 January 2022. Additionally, on 7 April 2021, the PRA published CP 7/21 "*Credit risk: The identification of the nature, severity and duration of an economic downturn for the purposes of IRB models*". The final EBA RTS was not finalised ahead of the end of the transition period and therefore was not onshored into UK legislation. In February 2021 the PRA made a statement that it would consult in due course and that implementation would be aligned to the other elements of the IRB roadmap.

These reforms represent a re-calibration of regulatory requirements with no underlying change in the capital resources the Society holds or the risk profile of its assets. The final impacts are subject to uncertainty for future balance sheet size and mix, and the final detail of some elements of the regulatory changes remain at the PRA's discretion. However, the discussion of an introduction of these RWA floors and IRB calibration changes is likely to lead to a significant increase in the Society's risk weights over time and it currently expects the consequential impact on its reported CET1 ratio ultimately to be a reduction of approximately 45-50 per cent. relative to its current methodology. However, organic earnings through the transitional period are expected to mitigate the impact such that the Society's reported CET1 ratio will in practice remain well in excess of the *pro forma* levels imposed by these changes, and the Society expects that leverage requirements will remain the Society's binding capital constraint based on its latest projections. Whilst the Society currently expects that the leverage ratio will continue to be its binding Tier 1 capital constraint in the near-term, it is possible that these changes will, over time, result in risk-weighted capital requirements becoming the binding constraint.

#### *MREL and resolution strategy*

MREL requirements are being introduced as part of a regime designed to make it easier to manage the failure of banks and building societies in an orderly way, without reliance on taxpayer bail-outs. These rules require all

institutions to meet an individual MREL requirement by issuing own funds (capital instruments) and other ‘eligible liabilities’ which are available to be bailed-in (i.e. written down or converted to equity on the occurrence of certain trigger points), calculated as a percentage of total liabilities and own funds and set by the relevant resolution authorities.

The BoE has set the Society an indicative MREL requirement of 6.5 per cent. of its UK leverage exposure. MREL requirements are split into two elements: firstly, a loss absorption amount, to cover losses up to and in resolution, based on a firm’s minimum going concern capital requirement; and secondly, a recapitalisation amount, intended to enable the firm to continue as a going concern post-resolution and to access funds in the capital markets (and accordingly the recapitalisation amount is likely to be at least equal to the minimum going concern capital requirement). On 7 May 2020, the BoE announced that 2021 MRELS will reflect the PRA’s policy changes to Pillar 2A capital setting announced on the same date. The BoE released a discussion paper on 18 December 2020 regarding its approach to setting MREL as a first stage of its expected MREL review and indicated that the review will complete in 2021, not 2020 as initially planned. The BoE confirmed in this discussion paper that it considers it appropriate for mid-tier credit institutions to be given a longer timeframe within which to meet higher MRELS, confirmed its view that for G-SIBs and D-SIBs (such as the Society) a bail-in resolution strategy remains appropriate and its commitment that such firms be resolvable by 2022. The deadline for responses to the discussion paper was 18 March 2021. The BoE published a Consultation Paper on 22 July 2021 on its ‘review of its approach to setting a MREL’. The BoE’s MREL Consultation Paper considers the resolution strategy thresholds, the calibration of MREL, instrument eligibility, and the application of MRELS within banking groups. The BoE intends to make any policy changes by the end of 2021, taking into account feedback received on this Consultation Paper.

In addition to its MREL requirement, the Society must also hold applicable leverage ratio buffers of 0.35 per cent. of its UK leverage exposure. Together the MREL requirement and applicable buffers represent the Society’s “loss-absorbing capacity” requirement. As at 4 April 2021, the Society’s MREL resources were equal to 8.5 per cent. of the UK leverage ratio exposure.

The preferred resolution strategy for the Society has been set by the BoE as “bail-in”, reflecting the size of the Society and consequential risks of an insolvency process. ‘Bail-in’ would involve the write down or conversion to equity instruments (such as CCDS) of the liabilities of the Society, and would be expected to result in the write down or conversion of all or a large part of the Society’s own funds and other eligible liabilities (and could in addition result in the write down or conversion of other, more senior-ranking liabilities of the Society). Notwithstanding this, the actual approach taken, should the Society require resolution, will depend on the circumstances at the time of a failure, and all available options would be considered by the BoE.

### *Stress Tests*

Since 2014, the BoE has conducted annual stress tests of the UK banking system. The annual cyclical scenario includes all major UK banks and building societies with total retail deposits equal to, or greater than, £50 billion on an individual or consolidated basis, at a firm’s financial year-end date. This group includes the Society. The findings from the 2019 stress test (in which the FPC modelled deep simultaneous recessions in the UK and global economies that were more severe overall than the global financial crisis, combined with large falls in asset prices and a separate stress of misconduct cost) showed that the Society would remain profitable, with capital levels well above regulatory requirements (common equity tier 1 capital falling to 13.1 per cent. at its lowest point - 5.20 per cent. above the hurdle rate – and UK leverage ratio falling to 4.8 per cent. at its lowest point), with full distributions continuing to be made on all Tier 1 capital instruments.

On 20 March 2020, the BoE cancelled the 2020 bank stress tests and instead undertook desktop analysis of the resilience of the UK banking sector to the unfolding stress, in light of the Covid-19 pandemic. In December 2020, the FPC judged that UK banks, in aggregate, have capital buffers that allow them to lend in and remain resilient to a wide range of possible outcomes for the UK and global economies. This judgement was based on analysis in a ‘reverse stress test’ exercise, conducted in August 2020. The 2021 bank stress tests are occurring in

the usual manner to update and refine this previous assessment (although institutions will not be requested to submit baseline projections), according to the timetable set out by the BoE. Institution-specific results are due to be published in Q4 2021.

#### *Post-Brexit changes to the UK prudential and resolution regimes*

HM Treasury has confirmed that, following the end of the Brexit transition period under the EUWA on 31 December 2020, the UK does not intend to implement certain parts of the EU Banking Reform Package which were not required to be implemented until after that time, including Article 1(17) of BRRD II, which revised the framework for MREL requirements in the EU.

In addition, certain provisions of the EU Banking Reform Package which were implemented by 28 December 2020 were brought into effect on terms that they automatically ceased to apply following the expiration of the Brexit transition period. These provisions include the following:

- Article 1(6) of BRRD II, which inserted a new Article 16a in BRRD to provide the resolution authority with the power to prohibit an entity from distributing more than the ‘maximum distributable amount’ relating to the minimum requirement for own funds and eligible liabilities (**M-MDA**), where the entity fails to meet the combined buffer requirement, subject to certain conditions;
- Article 1(20) of BRRD II, which introduced a new Article 48(7) of BRRD, making changes to priority of debts in insolvency;
- Article 1(21) of BRRD II, which updated Article 55 of BRRD on the contractual recognition of bail-in; and
- Article 1(30) of BRRD II, which amended the existing in-resolution moratorium power under Article 69 of BRRD.

Furthermore, in CP17/20, the PRA indicated that it anticipated making certain further changes to the prudential regime, including changes to the application of MDA restrictions in order to improve firms’ ability to use their combined buffers as intended when subject to a severe but plausible stress. The proposed changes include (i) removing the restriction which precludes firms from making distributions that would cause their CET1 levels to fall into the combined buffer, and (ii) amending the definition of the MDA to include certain profits already recognised as CET1 over the preceding four calendar quarters, net of distributions. The PRA’s Policy Statement PS26/20 in relation to CRD V confirmed these proposed changes.

The EU financial services rules onshored during the process of leaving the EU are part of UK law and as such are the responsibility of HM Treasury. Keeping the rules in statute could require Parliament to amend or pass new legislation every time the regulators decide to make changes, which would be resource intensive and impractical. It has been agreed that the rules will move into the regulators’ rule books. The independence of the regulators from political interference is one of the key aspects of the UK financial services regulation. A targeted approach will be adopted to ensure effective scrutiny of regulatory changes. Each new proposal made by the Financial Conduct Authority or by the Prudential Regulatory Authority under the future financial services regulatory framework would be consulted upon. Industry stakeholders and civil society groups would have an opportunity to put forward views, as would Parliament, both through the select committee system and through the work of individual Members of either House. If any matter of public interest were to arise that is deemed sufficiently important to scrutinise in more detail, or indeed challenge, the Treasury Committee could do so.

#### **Board of Directors**

The business is under the control of the Society’s Board of Directors. Each director is elected annually by the members. The executive directors are the Chief Executive and the Chief Financial Officer. All other directors

are non-executive directors. The business address of all of the directors and officers is Nationwide House, Pipers Way, Swindon SN38 1NW, England.

Under the Society's rules, the Board of Directors must consist of not less than eight directors of whom not less than five must be present at a Board meeting to form a quorum.

No potential conflicts of interest exist between any duties to the Society of the persons on the Board of Directors and their private interests or other duties.

### **Recent Management and Director Changes**

Rita Clifton retired at the Society's Annual General Meeting held on 22 July 2021.

Tamara Rajah was appointed a Non-Executive Director of the Society on 1 September 2020.

Debbie Klein was appointed a Non-Executive Director of the Society on 1 March 2021.

On 23 September 2021, the Society announced its succession plan to support an orderly transition to new leadership. Having led the Society since 2016, Chief Executive, Joe Garner had asked the Board to commence the process of finding his successor. Earlier in the year, David Roberts, Nationwide's Chair since 2015, requested that the Society's Board start the process to select a new Chair ensuring an orderly succession and the continuity of Board leadership as the country emerges from the pandemic. Kevin Parry, the Society's current Senior Independent Director, was appointed as Deputy Chair and Chair Elect. It is expected that Kevin Parry will assume the role of Chair by March 2022 and, as Chair Elect, he will lead the process to appoint the Chief Executive's successor.

The following table presents information with respect to directors at the date of this Base Prospectus:

<b>Name</b>	<b>Age (at 4 April 2021)</b>	<b>Position</b>	<b>Other Directorships</b>
David Roberts	58	Chairman	Beazley plc Beazley Furlonge Limited Campion Willcocks Limited NHS England
Joe Garner	51	Chief Executive	British Triathlon Foundation Trust UK Finance Home Office Department
Chris Rhodes	58	Chief Financial Officer	Arkose Funding Limited AHN1 Limited Derbyshire Home Loans Limited E-Mex Home Funding Limited Jubilee Mortgages Limited NBS Ventures Management Limited First Nationwide LBS Mortgages Limited Nationwide Housing Trust Limited Nationwide Syndications Limited Staffordshire Leasing Limited Silverstone Securitisation Holdings Limited The Mortgage Works (UK) plc UCB Home Loans Corporation Limited



<b>Name</b>	<b>Age (at 4 April 2021)</b>	<b>Position</b>	<b>Other Directorships</b>
Mai Fyfield	51	Non-Executive Director	ASOS plc BBC Commercial Holdings Limited Roku Inc The Premier League
Tim Tookey	58	Non-Executive Director	The Royal London Mutual Insurance Society Limited Westmoreland Court Management (Beckenham) Limited
Kevin Parry	59	Senior Independent Director, Deputy Chair and Chair Elect.	Daily Mail and General Trust plc KAH Parry Limited The Royal London Mutual Insurance Society Limited
Gunn Waersted	66	Non-Executive Director	Petoro AS Telenor ASA Lukris Invest AS Fidelity International (Bermuda) Obton AS
Albert Hitchcock	56	Non-Executive Director	
Philip Rivett	65	Non-Executive Director	Standard Chartered plc
Tamara Rajah	39	Non-Executive Director	Live Better With Limited Unforgettable Trading Limited Dot London Domains Limited London & Partners Limited London & Partners Ventures Limited Holland and Barrett Limited LIR HB Holdings Limited
Debbie Klein	52	Non-Executive Director	

## TAXATION

### UNITED KINGDOM TAXATION

The comments below, which are of a general nature, are a summary of the Issuer's understanding of current United Kingdom tax law as applied in England and Wales and published HM Revenue and Customs practice (which may not be binding on HM Revenue and Customs) relating to certain aspects of the United Kingdom withholding tax treatment at the date hereof in relation to payments of interest (as that term is understood for United Kingdom tax purposes) in respect of the Notes. They do not deal with any other United Kingdom taxation aspects of acquiring, holding or disposing of Notes. The comments relate only to the position of persons who are the absolute beneficial owners of their Notes and Coupons and do not apply to certain classes of person (such as dealers and persons connected with the Issuer).

Prospective holders of Notes 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 United Kingdom tax treatment of prospective Noteholders depends on their individual circumstances and may be subject to change in the future. Prospective holders of Notes who may be liable to tax in a jurisdiction other than the United Kingdom are strongly advised to consult their own professional advisers as to whether they are so liable (and if so under the laws of which jurisdictions). The comments assume that no security will be created for the benefit of the Notes, that there will be no substitution of the Issuer and do not address the consequences of such substitution (notwithstanding that such substitution is permitted by the terms and conditions of the Notes), that the Issuer will not issue any Notes from or through any branch situated outside the United Kingdom and that the Issuer will remain a Building Society within the meaning of the Income Tax Act 2007. Noteholders who are in any doubt as to their tax position should consult their professional advisers.

#### United Kingdom Withholding Tax on Payments of Interest on the Notes

- (a) Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes which carry a right to interest will constitute “**quoted Eurobonds**” provided that they are and continue to be listed on a “recognised stock exchange” within the meaning of section 1005 of the Income Tax Act 2007 (the **ITA**). The London Stock Exchange is a recognised stock exchange for these purposes. Securities will be treated as listed on the London Stock Exchange if they are included in the Official List (within the meaning of and in accordance with the provisions of Part 6 of the FSMA) and admitted to trading on the London Stock Exchange. Securities which are to be listed on a stock exchange other than the London Stock Exchange will satisfy this requirement if they are officially listed in the relevant country in accordance with provisions corresponding to those generally applicable in EEA states and are admitted to trading on a recognised stock exchange in that country. Provided the Senior Preferred Notes, Senior Non-Preferred Notes and Subordinated Notes are and continue to be quoted Eurobonds, payments of interest on such Notes may be made without withholding or deduction for or on account of United Kingdom tax.
- (b) In the case of Deposit Notes, interest may be paid without withholding or deduction on account of United Kingdom income tax if such Notes constitute “qualifying certificates of deposit” or “qualifying uncertificated eligible debt security units” within the meaning of sections 985 and 986 ITA 2007 respectively.
- (c) Deposit Notes will be “**qualifying certificates of deposit**” within the meaning of section 985 ITA 2007 provided they relate to a deposit of money, they are and continue to be in bearer form and they satisfy the following conditions:
  - (i) they recognise an obligation to pay the holder a stated principal amount;

- (ii) the amount payable by the Issuer thereunder, exclusive of interest, is not less than £50,000 (or, for a deposit denominated in foreign currency, not less than the equivalent of £50,000 at the time when the deposit was made); and
- (iii) the obligation of the Issuer to pay that amount arises after a period of not more than five years beginning with the date on which the deposit was made.

Deposit Notes will be “**qualifying uncertificated eligible debt security units**” if:

- (i) they are “uncertificated” eligible debt security units (within the meaning of regulation 3(1) of the Uncertificated Securities Regulations 2001); and
  - (ii) the issue of the units corresponds to the issue of a certificate of deposit in bearer form satisfying the conditions in (i) to (iii) above.
- (d) In other cases, if the Notes are capable of being listed on a “recognised stock exchange” at the time the interest on the Notes becomes payable an amount must generally be withheld from such payments on account of United Kingdom income tax at the basic rate (currently 20 per cent.) subject to any other available exemptions and reliefs. However, where an applicable double tax treaty provides for a lower rate of withholding tax (or for no tax to be withheld) in relation to a Noteholder, HMRC can issue a notice to the Issuer to pay interest to the Noteholder without deduction of tax (or for interest to be paid with tax deducted at the rate provided for in the relevant double tax treaty).

#### **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. Under HMRC published practice any discount element on any such Notes will not generally be subject to any United Kingdom withholding tax.

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 (notwithstanding Condition 6.4). Payments of interest are subject to United Kingdom withholding tax.

The references to “interest”, “discount” or “premium” in this section headed “*United Kingdom Taxation*” mean respectively **interest**, **discount** or **premium** as understood in United Kingdom tax law. The statements in this section headed “*United Kingdom Taxation*” 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 (e.g. see Condition 6.4 of the Notes).

#### **FOREIGN ACCOUNT TAX COMPLIANCE ACT**

Pursuant to certain provisions of the U.S. Internal Revenue Code of 1986, commonly known as FATCA, a **foreign financial institution** (as defined by FATCA) may be required to withhold on certain payments it makes (**foreign passthru payments**) to persons that fail to meet certain certification, reporting or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including the United Kingdom) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (**IGAs**), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as Notes, such withholding would not apply prior to the date

that is two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register, and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining foreign passthru payments are published generally would be grandfathered for purposes of FATCA withholding unless materially modified after such date. Holders should consult their own tax advisers regarding how these rules may apply to their investment in Notes.

## SUBSCRIPTION AND SALE

The Dealers have in an amended and restated Programme Agreement dated 29 October 2021 (as amended and/or supplemented and/or restated from time to time, the **Programme Agreement**) agreed with the Issuer a basis upon which they or any of them may from time to time agree to purchase Notes. Any such agreement for any particular purchase by a Dealer will extend to those matters stated under “*Terms and Conditions of the Notes*” and “*Form of the Notes*” above. The Issuer may pay the Dealers commissions from time to time in connection with the sale of any Notes. In the Programme Agreement the Issuer has agreed to reimburse and indemnify the Dealers for certain of their expenses and liabilities in connection with the Programme and the issue of the Notes. The Dealers are entitled to be released and discharged from their obligations in relation to any agreement to issue and purchase Notes under the Programme Agreement in certain circumstances prior to payment to the Issuer.

In addition, in the ordinary course of their business activities, the Dealers and their affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments of the Issuer or Issuer’s affiliates. Certain of the Dealers and their affiliates may have engaged, and may in the future engage, in investment banking and/or commercial banking transactions with, and may perform financial advisory and other services for the Issuer or Issuer’s affiliates in the ordinary course of business. Certain of the Dealers may from time to time also enter into swap and other derivative transactions with the Issuer and the Issuer’s affiliates to hedge their credit exposure to the Issuer consistent with their customary risk management policies. Typically, such Dealers and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in securities, including potentially the Notes issued under the Programme. Any such positions could adversely affect future trading prices of Notes issued under the Programme. The Dealers and their affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

### **United States**

The Notes 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 may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act.

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that, except as permitted by the Programme Agreement, it will not offer, sell or deliver Notes (a) as part of their distribution at any time and (b) otherwise until 40 days after the completion of the distribution of all Notes of the Tranche of which such Notes are a part within the United States or to, or for the account or benefit of, U.S. persons and it will have sent to each dealer to which it sells Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S of the Securities Act. Terms used in the preceding paragraph and this paragraph have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the offering of all the Notes of the Tranche of which such Notes are a part, an offer or sale of Notes within the United States by any dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

The Notes are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. Treasury regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended (the **Code**) and Treasury regulations promulgated thereunder. The applicable Final Terms

will identify whether U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (**TEFRA C**) or U.S. Treasury Regulations Section 1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (**TEFRA D**) applies or whether the United States Tax Equity and Fiscal Responsibility Act of 1982 (**TEFRA**) is not applicable.

#### ***Prohibition of sales to EEA Retail Investors***

Unless the Final Terms in respect of any Notes specifies “*Prohibition of Sales to EEA Retail Investors*” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by the Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the European Economic Area. For the purposes of this provision, the expression **retail investor** means a person who is one or more of the following:

- (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or
- (ii) a customer within the meaning of 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.

#### **United Kingdom**

##### ***Prohibition of Sales to UK Retail investors***

Unless the Final Terms in respect of any Notes specifies “*Prohibition of Sales to UK Retail Investors*” as “Not Applicable”, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to any retail investor in the United Kingdom. For the purposes of this provision, the expression **retail investor** means a person who is one (or more) of the following:

- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; and
- (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA.

##### **Other UK regulatory restrictions**

Each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that:

- (a) it has only 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 or would not, if it was not an authorised person, apply to the Issuer; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

## Australia

This Base Prospectus and offers of Notes are only made available in Australia to persons to whom a disclosure document such as a prospectus or product disclosure statement is not required to be given under either Chapter 6D or Part 7.9 of the Australian Corporations Act 2001 (Cth) (the **Australian Corporations Act**). This document is not a prospectus, product disclosure or any other form of formal “disclosure document” for the purposes of Australian law, and is not required to, and does not, contain all the information which would be required in a product disclosure statement or prospectus under Australian law. No prospectus or other disclosure document (as defined in the Australian Corporations Act) in relation to the Programme or any Notes has been, or will be, lodged with the Australian Securities and Investments Commission (**ASIC**), or the ASX Limited or any other regulatory body or agency in Australia. The persons referred to in this document may not hold Australian financial services licenses and may not be licensed to provide financial product advice in relation to the securities. No cooling off regime applies to an acquisition of the Notes. In no circumstances is this document to be used by a “retail client” (for the purposes of the Australian Corporations Act) for the purposes of making a decision about a financial product.

This Base Prospectus contains general advice only and does not take into account the investment objectives, financial situations or needs of any particular person.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree that, unless the relevant Final Terms (or a relevant supplement to this Base Prospectus) otherwise provides, it:

- (a) has not made or invited, and will not make or invite, an offer of the Notes for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and
- (b) has not distributed or published, and will not distribute or publish, this Base Prospectus or any other offering material or advertisement relating to the Notes in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least A\$500,000 (or its equivalent in an alternative currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation does not otherwise require disclosure to investors under Parts 6D.2 or 7.9 of the Australian Corporations Act;
- (ii) the offer or invitation does not constitute an offer to a “retail client” for the purposes of section 761G and 761GA of the Australian Corporations Act;
- (iii) such action complies with any applicable laws, regulations and directives (including without limitation, the licensing requirements set out in Chapter 7 of the Australian Corporations Act) in Australia; and
- (iv) such action does not require any document to be lodged with ASIC.

In addition, each Dealer has agreed, and each further Dealer appointed under the Programme will be required to agree, that it will comply with the directive issued by the Australian Prudential Regulation Authority dated 21 March 2018 as contained in Banking exemption No. 1 where the Dealer offers Notes for sale in relation to an issuance. This order requires all offers and transfers to be in parcels of not less than A\$500,000 (or its equivalent

in another currency) in aggregate principal amount. Banking exemption No. 1 does not apply to offers for sale and transfers which occur outside Australia.

There may be restrictions on the offer for re-sale of any Notes in Australia for a period of 12 months after their issue. Because of these restrictions, investors are advised to consult legal counsel prior to making any offer for re-sale of any Notes in Australia.

### **Hong Kong**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Notes except for Notes which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the **SFO**) other than (a) to “professional investors” as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the **C(WUMP)O**) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Notes which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

### **Japan**

The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended, the **FIEA**). Accordingly, each Dealer has represented and agreed and each further Dealer appointed under the Programme will be required to represent and agree that it has not and will not offer or sell any Notes, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended), or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

### **Singapore**

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Base Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Base Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to any person in Singapore other than (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance



with the conditions specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

securities or securities-based derivatives contracts (each term as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (i) to an institutional investor or to a relevant person defined in Section 275(2) of the SFA, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(i)(B) of the SFA;
- (ii) where no consideration is or will be given for the transfer;
- (iii) where the transfer is by operation of law; or
- (iv) as specified in Section 276(7) of the SFA.

Any reference to the **SFA** is a reference to the Securities and Futures Act, Chapter 289 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

In connection with Section 309B of the SFA and the CMP Regulations 2018, the Issuer has, unless otherwise specified before an offer of Notes, determined, and hereby notifies all relevant persons (as defined in Section 309A(1) of the SFA), the classification of all Notes to be issued under the Programme as "prescribed capital markets products" (as defined in the CMP Regulations 2018) and Excluded Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

## **Switzerland**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that, except where explicitly permitted by the relevant Final Terms:

- (i) except as set out below, it will not make a public offer of the Notes, directly or indirectly, in Switzerland, as such terms are defined or interpreted under the Swiss Financial Services Act (**FinSA**);
- (ii) the Notes will not be admitted by it to trading on a trading venue (exchange or multilateral trading facility) in Switzerland;
- (iii) it will not offer, sell, advertise or distribute the Notes, directly or indirectly, in Switzerland, as such terms are defined or interpreted under the FinSA, except to professional clients as such term is defined or interpreted under the FinSA (the **Professional Investors**); and

- (iv) no key information document pursuant to article 58(1) FinSA (or any equivalent document under the FinSA) has been or will be prepared in relation to any Notes and, therefore, any Notes with a derivative character within the meaning of article 86(2) of the Swiss Financial Services Ordinance may not be offered or recommended to private clients within the meaning of the FinSA in Switzerland.

The Notes may not be publicly offered, directly or indirectly, in Switzerland, except (i) to Professional Investors or (ii) in the case of Notes, the Final Terms of which explicitly permit a public offer in Switzerland. Offering or marketing material relating to Notes, the Final Terms of which do not explicitly permit a public offer in Switzerland, may not be distributed or otherwise made available in Switzerland, except to Professional Investors.

The Notes shall not be admitted to trading on a trading venue (exchange or multilateral trading facility) in Switzerland except in the case of Notes, the Final Terms of which explicitly provide for such an admission to trading in Switzerland.

**The Notes do not constitute participations in a collective investment scheme within the meaning of the Swiss Collective Investment Schemes Act (“CISA”). Therefore, the Notes are not subject to the approval of, or supervision by, the Swiss Financial Market Supervisory Authority (“FINMA”), and investors in the Notes will not benefit from protection under the CISA or supervision by FINMA.**

### **General**

Each Dealer has agreed and each further Dealer appointed under the Programme will be required to agree that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Notes or possesses or distributes this Base Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and neither the Issuer nor any other Dealer shall have responsibility therefor.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating such sale.

## GENERAL INFORMATION

### Listing

The listing of Notes on the Official List will be expressed as a percentage of their nominal amount (excluding accrued interest). It is expected that each Tranche of Notes which is to be admitted to listing on the Official List of the FCA and to trading on the London Stock Exchange main market will be admitted separately as and when issued, subject only to the issue of a global Note initially representing the Notes of such Tranche.

Application has been made to the FCA for Notes issued under the Programme to be admitted to the Official List and to the London Stock Exchange for such Notes to be admitted to trading on the London Stock Exchange's main market. The admission to listing of the Programme in respect of Notes is expected to be granted on or about 4 November 2021.

### Clearing

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg (which are the entities in charge of keeping the records). The appropriate common code and ISIN allocated by Euroclear and Clearstream, Luxembourg in respect of each Tranche of Notes will be contained in the relevant Final Terms. If the Notes are to clear through an additional or alternative clearing system the appropriate information will be specified in the relevant Final Terms.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

### Conditions for determining price

The price and amount of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer at the time of issue in accordance with prevailing market conditions.

### Significant and Material Change

There has been no significant change in the financial performance or financial position of the Issuer or the Group since 4 April 2021.

There has been no material adverse change in the prospects of the Issuer since 4 April 2021.

### Auditors

The accounts of the Issuer for the years ended 4 April 2020 and 4 April 2021 have been audited by Ernst & Young LLP (EY), Chartered Accountants and Registered Auditors, without qualification, and in accordance with International Financial Reporting Standards (IFRS) and auditing standards issued by the Auditing Practices Board. EY has no material interest in the Group.

### Authorisation

Issues of Notes under the Programme have been authorised by a resolution of the Board of Directors of the Issuer passed on 17 March 2021 and a minute of delegation of the Chief Financial Officer of the Issuer dated 14 April 2021.

### Litigation

There are no, and have not been, any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened) of which the Issuer is aware in the 12 months preceding the date

of this document which may have or have in such period had a significant effect on the financial position or profitability of the Group.

### **Post-issuance information**

The Issuer does not intend to provide any post-issuance information in relation to any issues of Notes.

### **Documents available for inspection**

For a period of 12 months following the date of this Base Prospectus, copies of the following documents will, when published, be available for inspection at the website specified below:

- (a) the Memorandum and the Rules of the Issuer (<https://www.nationwide.co.uk/-/media/MainSite/documents/about/corporate-information/memorandum-and-rules.pdf>);
- (b) the Trust Deed (which contains the forms of the temporary and permanent global Notes, the definitive Notes, the Talons and the Coupons) and the Agency Agreement and all amendments thereto and restatements thereof (<https://www.nationwide.co.uk/about/investor-relations/funding-programmes/emtn>);
- (c) this Base Prospectus (<https://www.nationwide.co.uk/about/investor-relations/funding-programmes/emtn>); and
- (d) any future prospectuses and supplements including Final Terms to this Base Prospectus and the documents incorporated herein and therein by reference (<https://www.nationwide.co.uk/about/investor-relations/funding-programmes/emtn>).

The information on <https://www.nationwide.co.uk/> does not form part of this Base Prospectus, except where that information has otherwise expressly been incorporated by reference into this Base Prospectus.

### **Determination of Amounts Outstanding**

For the purpose of calculating the U.S. Dollar equivalent of the nominal amount of Notes outstanding under the Programme from time to time, the U.S. Dollar equivalent of Notes denominated in another Specified Currency (as specified in the relevant Final Terms) shall be determined, at the discretion of the Issuer, either as of the date of agreement to issue such Notes (the **Agreement Date**) or on the preceding day on which commercial banks and foreign exchange markets are open for business in London, in each case on the basis of the spot rate for the sale of U.S. Dollars against the purchase of such Specified Currency in the London foreign exchange market quoted by any leading bank selected by the Issuer on the relevant date of calculation.

The U.S. Dollar equivalent of any Zero Coupon Note and any other Note issued at a discount shall be calculated in the manner specified above by reference to the net proceeds received by the Issuer for the relevant issue.

## PRINCIPAL OFFICE OF THE ISSUER

### **Nationwide Building Society**

Nationwide House  
Pipers Way  
Swindon SN38 1NW  
United Kingdom

## DEALERS

### **Barclays Bank PLC**

5 The North Colonnade  
Canary Wharf  
London E14 4BB  
United Kingdom

### **Citigroup Global Markets Limited**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

### **Deutsche Bank AG, London Branch**

Winchester House  
1 Great Winchester Street  
London EC2N 2DB  
United Kingdom

### **HSBC Bank plc**

8 Canada Square  
London E14 5HQ  
United Kingdom

### **Lloyds Bank Corporate Markets plc**

10 Gresham Street  
London EC2V 7AE  
United Kingdom

### **Morgan Stanley & Co. International plc**

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Canary Wharf  
London E14 4QA  
United Kingdom

### **Nomura International plc**

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United Kingdom

### **Société Générale**

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75009 Paris  
France

### **BNP Paribas**

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75009 Paris  
France

### **Credit Suisse International**

One Cabot Square  
London E14 4QJ  
United Kingdom

### **Goldman Sachs International**

Plumtree Court  
25 Shoe Lane  
London EC4A 4AU  
United Kingdom

### **J.P. Morgan Securities plc**

25 Bank Street  
Canary Wharf  
London E14 5JP  
United Kingdom

### **Merrill Lynch International**

2 King Edward Street  
London EC1A 1HQ  
United Kingdom

### **NatWest Markets Plc**

250 Bishopsgate  
London EC2M 4AA  
United Kingdom

### **RBC Europe Limited**

100 Bishopsgate  
London EC2N 4AA  
United Kingdom

### **The Toronto-Dominion Bank**

60 Threadneedle Street  
London EC2R 8AP  
United Kingdom

### **UBS AG London Branch**

5 Broadgate  
London EC2M 2QS  
United Kingdom

**TRUSTEE**

**The Law Debenture Trust Corporation p.l.c.**

Eighth Floor  
100 Bishopsgate  
London EC2N 4AG  
United Kingdom

**ISSUING AND PRINCIPAL PAYING AGENT AND AGENT BANK**

**Citibank, N.A., London Branch**

Citigroup Centre  
Canada Square  
Canary Wharf  
London E14 5LB  
United Kingdom

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*to the Issuer*

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*to the Dealers and the Trustee*

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